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|--|------|--|----------|---|------|---|----------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | | PAGE OF PAGES | |
| 2. CONTRACT NUMBER | | 3. SOLICITATION NUMBER PR-HQ-99-16911 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED 04/13/00 | |
| 7. ISSUED BY Carried/Courier Address | | CODE (Hand) | | 8. ADDRESS OFFER TO (If other than item 7) (U. S. Mail Only) | | 6. REQUISITION/PURCHASE NUMBER PR-HQ-99-16911 | |
| Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004 | | | | Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder" | | | | | | | |
| SOLICITATION | | | | | | | |
| 9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until 03:30 PM local time 5/15/00 (Hour) (Date) | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME JULIE K. SPEERS | | B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 564-4452 EXT. | | C. E-MAIL ADDRESS speers.julie@epa.gov | |
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| OFFER (Must be fully completed by offeror) | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period. | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8) | | 10' CALENDAR DAYS % | | 20' CALENDAR DAYS % | | 30' CALENDAR DAYS % | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:) | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE [] | | 17. SIGNATURE | | 18. OFFER DATE | |
| AWARD (To be completed by Government) | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c) | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM | |
| 24. ADMINISTERED BY (If other than item 7) CODE | | | | 25. PAYMENT WILL BE MADE BY CODE: | | | |
| | | | | Environmental Protection Agency Research Triangle Park Financial Management Center (MD-32) Research Triangle Park, NC 27711 | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order **50,830** direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 EPAAR 1552.211-74 ALT 1 WORK ASSIGNMENT (DEVIATION)

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the estimated cost and fee when a work plan is not required, (4) the period of performance and schedule of

deliverables, and (5) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 20 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

(d) The Government will determine the need for work plans based on individual work assignment requirements. When a work plan is required, either a full or a partial work plan shall be ordered. Each work assignment will specify whether or not a work plan is required. When a full work plan is required, the Contractor shall submit a detailed technical and staffing plan and a detailed cost estimate. When a partial work plan is required, the Contracting Officer shall specify the level of detail required.

(e) When either a full or a partial work plan is required, the Contractor shall submit 3 copies of a work plan to the Project Officer and Work Assignment Manager and 1 copy to the Contracting Officer within 30 calendar days after receipt of a work assignment,.

Within 45 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 20 calendar days after its submission, the Contractor shall stop work on that work assignment unless otherwise authorized by the Contracting Officer. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(f) When a work plan is not required and the Contractor considers the estimated labor hours or estimated cost to be unreasonable, he/she shall promptly notify the Contracting Officer within 10 calendar days after receipt of the work assignment stating why the estimated labor hours or estimated cost and fee is considered unreasonable.

(g) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(h) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(i) Within 20 working days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor

is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

- (a) The estimated cost of this contract is _____.
- (b) The fixed fee is _____.
- (c) The total estimated cost and fixed fee is _____.

B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

| | |
|-------------------------------------|---|
| | To be determined at time of contract award |
| Travel | _____ |
| *Subcontracting | _____ |
| **Analytical Services | _____ |
| ***Miscellaneous Other Direct Costs | _____ |

NOTE: These terms are defined as follows:

*Subcontracting - will be defined during the course of negotiations and/or as proposed

**Analytical Services - Subcontract analytical costs (laboratory services, etc.)

***Miscellaneous ODCs - Examples include mail courier expenses, telephone/fax calls, photo copying, computer & word processing usage and/or otherwise proposed in accordance to the offeror's approved cost accounting system

B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of _____ is allotted to cover estimated cost. Funds in the amount of _____ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through _____.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

B.6 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any

of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

B.7 TECHNICAL DIRECTION DOCUMENT

1. If the purpose of a TDD is to revise efforts specified by a previous TDD, the TDD shall specifically reference the prior TDD and the effort being revised.
2. The Contractor shall acknowledge receipt of each TDD by returning a signed copy of the TDD to the issuing official within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a TDD. The contractor may acknowledge receipt electronically through an EPA authorized electronic signature system in place of providing a signed hard copy of the TDD.
3. For any TDD requiring preparation by the Contractor of a project work plan, the TDD will outline the details for the submission of the project work plan (i.e., submission date, approval date). When required, project work plans should be submitted to the Project Officer.
4. Each TDD may/will include the following:
 1. Numerical designation of the TDD
 2. Cost center
 3. The estimate of required labor hours
 4. Estimated TDD dollar amount
 5. Source of funds (i.e.m CERCLA, OPA, CEPP, other)
 6. EPA Site Identification Number, 2 digit EPA SS ID and 9 digit CERCLIS # (if applicable)
 7. Site name, city, county, and state
 8. Overtime approved (see above for required authorization)
 9. Period of performance
 10. Reference information
 11. Descriptive title to tasks
 12. Specific tasks, including the anticipated end product(s)
 13. Interim deadlines, including completion dates for each specific effort
 14. Desired report format
 15. Comments
 16. Signatures and dates
 17. Descriptor (for Contractor use)
 18. Distribution (The CO shall be included on the distribution of all TDDs issued under-this contract)
 19. Priority
 20. Reference of Statement of Work

21. Conflict of Interest Search
 22. Schedule of deliverables
7. Upon completion of all tasks within a given TDD, the Contractor shall submit a final Acknowledgment of Completion (AOC) from to the PO/DPO for approval. A copy of the AOC shall also be submitted to the Contracting Officer. AOCs shall include the following information:
- a. Cost Center
 - b. AOC Number
 - c. Response Type (e.g., pre-remedial, etc.)
 - d. Original Authorized Budgets
 - e. Actual Total Budgets
 - f. PO/DPO Action
 - g. Comments
 - h. Signatures and Dates
 - i. Distribution
8. This clause does not change the requirements of the "Limitation of Government's Obligation" clause.
9. TDDs shall not allow for any change to the terms or conditions of the contract or work assignment. Where any language in the TDD may suggest a change to the terms or conditions, the Contractor shall immediately notify the Project Officer and Contracting Officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.

7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included at Attachment #1.

The Contractor shall perform work under this contract only as directed in work assignments issued by the Contracting Officer.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are

not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

**C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the

CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|----------|----------|--|
| 52.246-5 | APR 1984 | INSPECTION OF SERVICES--COST-REIMBURSEMENT |

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed as specified in individual work assignments.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|--|
| 52.242-15 | AUG 1989 | STOP WORK ORDER ALTERNATE I (APR 1984) |

F.2 ELECTRONIC SUBMITTAL OF DELIVERABLES

(a) The contractor shall follow this clause as the standard for submitting the work assignment deliverables and work assignment close-out deliverables. The administrative and technical deliverables shall be submitted separately in electronic format and will be packaged in accordance with standard commercial practice for ADP software. The electronic packages shall be labeled to indicate:

- 1) Name of deliverable
- 2) Contractor Name
- 3) Contract Number
- 4) Work Assignment Number
- 5) Date written
- 6) Indication of draft or final version
- 7) Sequential Number of electronic package

(b) For each deliverable, data shall be separated by category and submitted on electronic packages compatible with the following categories:

| Data Category | EPA Standard Applications |
|--------------------|---|
| ----- | ----- |
| 1) Narratives | WordPerfect |
| 2) Spreadsheets | Lotus 1-2-3 |
| 3) Data management | Lotus Approach, Microsoft Access or Excel |

4) Email/Groupware

Lotus Notes

5) Graphics

Lotus Freelance 7

(c) All data or documents submitted in accordance with this clause shall be compatible with the software applications as used by EPA at the time of submission or as directed by the contracting officer. The electronic files shall be appropriately labeled with file extensions identifying the software such as .wpd for Wordperfect.

(d) The Internet does not provide for secure data transmission via email. The contractor should use an encryption system, such as provided in Lotus Notes or compatible system, to transmit sensitive information to the government.

F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish copies, in accordance with paragraph (h) of this clause, of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct

labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals.

Distribute reports as follows:

| No. of Copies ----- | Addressee ----- |
|---------------------------|--------------------|
| 1 EC & 1 HC | PO |
| 1 EC & HC | DPO |
| 1 HC | CO |
| 1 EC | WAM |

LEGEND:

PO = Project Officer
DPO = Deputy Project Officer
CO = Contracting Officer
WAM = Work Assignment Manager
HC = Hard Copy (e.g, paper)
EC = Electronic Copy (e.g., E-mail file attachment and/or lotus Notes Form)

See the clause in Section G entitled CONTRACT ADMINISTRATION REPRESENTATIVES, for addresses.

F.4 BI-WEEKLY (OR AS REQUESTED) WORK ASSIGNMENT STATUS REPORT

(a) The Contractor shall furnish copies, in accordance with paragraph (b) of this clause, of the Work Assignment Status Report. The Work Assignment Status report is a one line status of only active work assignments in a spreadsheet format. **The electronic file for this report will be provided by Region II.**

The report includes: Site Name, Work Assignment Type, Work Assignment Number, EPA Work Assignment Manager, Contractor Work Assignment Manager, File Search status, Reconnaissance Date, Sampling Date, Data Receipt, Deliverable Date, Comments/HRS Score (a brief description of work assignment status/EPA action needed), Work Assignment Hours, LOE Hours To Date, Hours Remaining, Percentage of Hours Used, Work Assignment Cost, Cost To Date, Cost Remaining, Percentage of Cost Used, Hourly Cost to Date. It will include an overall total for each Work Assignment, Work Assignment Type and overall total for all active work assignments. **This report contains Confidential Site Information and should only be distributed in accordance with paragraph (b) of this clause.**

(b) This report shall be submitted to the following addresses on a bi-weekly basis or as requested by the Deputy Project Officer.

Note: Internet E-mail is not secure. If the material being transmitted contains CBI or other sensitive information, it is strongly recommended that encryption be used. Where available, use Lotus Notes and the EPA POI system to ensure security.

| No. of Copies | Addressee |
|------------------|-----------|
| ----- | ----- |
| 1 EC | DPO |
| 1 EC | WAM |

LEGEND:

DPO = Deputy Project Officer
WAM = Work Assignment Manager
EC = Electronic Copy (e.g., E-mail file attachment and/or lotus Notes Form)

See the clause in Section G entitled CONTRACT ADMINISTRATION REPRESENTATIVES, for addresses.

F.5 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from 08/01/00 through 07/31/05 exclusive of all required reports.

F.7 QUALITY ASSURANCE (QA) PROJECT PLAN DOCUMENTATION (EPAAR 1552.246-72)

(APR 1984)

(a) The Contractor shall submit to the Project Officer five(5) copies of a Draft Project Plan for Quality Assurance within thirty (30)calendar days after the effective date of the contract.

(b) The Government will review and return the Draft Project Plan indicating approval or disapproval, and comments, if necessary, within thirty (30) calendar days. In the event the Government delays review and return of the Draft Project Plan beyond the period specified, the Contractor shall immediately notify the Contracting Officer in writing. The Contractor shall deliver the Final Project Plan within ninety (90) calendar days after the effective date of the contract.

(c) The Contracting Officer will incorporate the approved Quality Assurance Project Plan into the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

| | |
|--------------|--|
| Distribution | Addressee |
| original | Contracting Officer |
| 1 copy | Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460 |

[SUBCONTRACTING REPORTS CIN]

| | |
|--------|--|
| 1 copy | Mr. Norman White U.S. EPA Contracts Management Division 26 West Martin Luther King Drive Cincinnati, OH 45268-7001 |
|--------|--|

[SUBCONTRACTING REPORTS RTP]

| | |
|--------|--|
| 1 copy | Mr. Jerry Dodson U.S. EPA Contracts Management Division, (MD-33) |
|--------|--|

Research Triangle Park, NC 27711

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set

forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon

establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

| |
|-------------|
| Cost Center |
| Period |
| Rate |
| Base |

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

| |
|-------------|
| Cost Center |
| Period |

Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.5 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;
3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and
4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire

Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.7 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment #4 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division

(FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (3303F)
401 M St. S.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.8 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and the Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

G.9 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the applicable work assignment.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 IDENTIFICATION OF CONTRACTOR PERSONNEL

Contractor personnel shall wear a badge identifying themselves as contractor personnel as well as verbally identifying themselves as such during the performance of all contract activities.

H.2 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 CROSSOVER

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific work assignment (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation

in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to tasking documents for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in the Section B clause titled "Estimated Cost and Fixed Fee". If services in another region are ordered by the Government, the required response time and other terms and conditions for that support service shall be mutually agreed upon by the Contractor's representative and the EPA Contracting Officer at the time of the placement of the work assignment or task order.

H.4 LOCATIONAL DATA POLICY

The contractor shall comply with all requirements related to the United States Environmental Protection Agency's Locational Data Policy (LDP). The EPA LDP ensures the collection of accurate, consistently-formatted, and fully-documented locational coordinates for facilities, sites, monitoring points, and observation points regulated or tracked under federal environmental programs within the jurisdiction of the EPA. The LDP establishes principals for collecting and documenting geodetic coordinates defined in terms of latitude and longitude (lat/long). In addition to these locational data, the LDP requires documentation of specific information regarding the method used to measure lat/long coordinates, the accuracy of the measurement, and a description of the place where the lat/longs were taken. In order to effectively implement the LDP policy, the contractor must collect and document the following information:

! Latitude/Longitude Coordinates

Latitude and longitude coordinates must be provided in accordance with the Federal Interagency Coordinating Committee for Digital Cartography (FICCDC) recommendations. The coordinates must define a point, line or area, according to the most appropriate data type for the entity being represented (i.e., singly or multiple times).

! Methodology Description

The specific method used to determine lat/long coordinates shall be described (i.e., remote sensing techniques, map interpolation, cadastral survey).

! Textual Description

Each item shall also be described in written text to which the lat/long coordinates refer (i.e., north-east corner of the site, entrance to the facility, point of discharge).

! Estimation of Accuracy

Measurements of accuracy related to lat/long coordinates shall be estimated in terms of the most precise units of measurement used.

Accuracy should be 25 meters or better for all new data collected after December 31, 1991 and all existing data by December 31, 1995.

Further guidance related to the LDP policy can be found in EPA Publication 220 B-92-008 (March 1992) entitled, "Locational Data Policy Implementation Guidance: Guide to the Policy" which was developed by the Administration and Resources Management Division (PM-211D).

**H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.6 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.7 CONTRACTOR DISCLOSURE REQUIREMENTS FOR FUTURE CONTRACTING REQUESTS

In accordance with the Limitation of Future Contracting clause, the Contractor shall, in submitting requests for consent for future contracting efforts, answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the contracting effort in question, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the Contractor who will forward them to the Contracting Officer. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the requests will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. Describe all aspects of the work to be performed and whether that work will impair or affect the company's objectivity in performing work on your EPA contract. Explain. Also address whether:

(a) The work to be performed involves matters which might require the company to formulate and express opinions on technical theories, or as to the principles which should be applied?

(b) The work involves searching land records for responsible parties or designing and working with documents and witnesses used or intended for use in litigation?

(c) If the company wishes to enter into a subcontract agreement and will perform only limited portions of the work, describe--in specific terms--the nature of the work to be performed by the company as a subcontractor and by the prime contractor.

2. If the company is bidding on site-specific work, list all of the site(s) involved (if possible).

(a) For each site, provide a specific address which notes the EPA region the site is in as well as the county and state where the site is located.

(b) If the site is known by several different names, list each of those names.

3. If the work is not site-specific, at what facility is it projected the majority of the work will be conducted?

4. What is the estimated dollar amount and period of performance of this future contracting effort?

5. With whom has this future contracting effort been discussed (include EPA personnel, legal advisors, etc.)?

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this request for future contracting consent.

H.8 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICTS OF INTEREST

In submitting notices of potential or actual organizational or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential or actual conflict of interest been discussed(include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H.9 LEGAL SERVICES

No contractor shall perform legal services under this contract without the advance written approval of EPA's Office of General Counsel.

H.10 LIMITATION OF FUTURE CONTRACTING (EPAAR 1552.209-74) (MAR 1997) Deviation

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing EPA contract.

(c) The following applies to Site Assessment Team (SAT) work (i.e., site assessment and listing support services) at sites under this contract where only SAT work is performed: Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the WA or similar tasking document and for a period of three (3) years after the completion of the WA or similar tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to (1) any work relating to CERCLA activities which pertain to a site where the contractor previously performed work for EPA under this contract, or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, and for a period of five (5) years after the completion of this contract, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) The contractor will not provide to EPA cleanup services (e.g., Emergency and Rapid Response Services (ERRS) contracts) within the Contractor's Superfund Technical Assessment and Response Team (START) assigned geographical area(s), either as a prime contractor, subcontractor, or consultant. The term ERRS refers to current Emergency Response Cleanup Service (ERCS) contractors or any Time Critical and Rapid Response (TCRR) contractors.

(2) Unless an individual design for the site has been prepared by a third party, the contractor will not provide to EPA as a prime contractor, subcontractor or consultant any remedial construction services at a site where it has performed or plans to perform START work. This clause will not preclude START contractors from performing construction management services under other EPA contracts.

(3) The contractor will be ineligible for award of ERRS type activities contracts for sites within its respective START assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract

under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work, including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) The contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause including this paragraph (g), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(h) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(i) A review process available to a Contractor where an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer for a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.11 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The

contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
1 = poor,
2 = fair,
3 = good,
4 = excellent,
5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments,

rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.12 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level-of-effort (LOE) by 203,325 hours. The Government may issue a maximum of fifteen (15) orders to increase the level of effort in multiples of 13,555 hours during any given year. The estimated cost and fixed fee of each block of hours is as follows:

| | Yr1 | Yr2 | Yr3 | Yr4 | Yr5 |
|----------------|-------|-------|-------|-------|-------|
| | ----- | ----- | ----- | ----- | ----- |
| Estimated Cost | | | | | |
| Fixed Fee | | | | | |
| Total | | | | | |

When these options are exercised, paragraph (a) of the "Level-of-Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly. The option to increase the quantity of LOE does not include Other Direct Costs (ODCs). LOE options and ODC options may be exercised independently.

(b) By issuing a contract modification, the Government may increase the quantity of ODCs. The Government may issue a maximum of five (5) orders to increase ODCs any time during the life of the contract. The estimated cost and fixed fee of each block of ODCs is as follows:

| ODC Option I | ESTIMATED COST | FIXED FEE | TOTAL COST PLUS FIXED FEE |
|-----------------------------|-------------------|--------------|------------------------------|
| Travel | | | |
| Subcontracting | | | |
| Analytical Services | | | |
| Miscellaneous ODCs | | | |
| Total ODCs per Option Order | | | |
| ODC Option II | ESTIMATED COST | FIXED FEE | TOTAL COST PLUS FIXED FEE |
| Travel | | | |
| Subcontracting | | | |
| Analytical Services | | | |
| Miscellaneous ODCs | | | |
| Total ODCs per Option Order | | | |
| ODC Option III | ESTIMATED COST | FIXED FEE | TOTAL COST PLUS FIXED FEE |
| Travel | | | |
| Subcontracting | | | |
| Analytical Services | | | |
| Miscellaneous ODCs | | | |
| Total ODCs per Option Order | | | |
| ODC Option IV | ESTIMATED COST | FIXED FEE | TOTAL COST PLUS FIXED FEE |
| Travel | | | |
| Subcontracting | | | |

Analytical Services
 Miscellaneous ODCs
 Total ODCs per Option Order

| | ESTIMATED COST | FIXED FEE | TOTAL COST PLUS FIXED FEE |
|-----------------------------|-------------------|--------------|------------------------------|
| ODC Option V | | | |
| Travel | | | |
| Subcontracting | | | |
| Analytical Services | | | |
| Miscellaneous ODCs | | | |
| Total ODCs per Option Order | | | |

When these options are exercised the "Other Direct Costs" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly. The option to increase the quantity of Other Direct Costs (ODCs) does not include LOE.

{To be filled in with Offeror's data at the time of contract award}

H.13 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.14 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.15 SMALL DISADVANTAGED BUSINESS TARGETS (EP 52.219-150) (FEB 2000)

(a) In accordance with FAR 19.1202-4(a) and EP 52.219-145, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

| | | | | | |
|-----------------|---------------|-----------|---|----------------|---|
| * | * | * | * | Percentage of | * |
| * Contractor | * SIC/NAICS | * | * | Total Contract | * |
| * Targets | * Major Group | * Dollars | * | Value | * |
| * Total Prime | * | * | * | | * |
| * Contractor | * | * | * | | * |
| * Targets | * | * | * | | * |
| *(Including | * | * | * | | * |
| * joint venture | * | * | * | | * |
| * members and | * | * | * | | * |
| * team members) | * | * | * | | * |
| * Total | * | * | * | | * |
| * Subcontractor | * | * | * | | * |
| * Targets | * | * | * | | * |

(b) The following specifically identified SDB(s) was (were) considered under the Section M SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract

no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.16 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.17 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP 52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.18 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.19 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.20 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local

Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.21 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

The following applies to any and all tasks requiring the Contractor to have access to Confidential Business Information (CBI) under this contract:

Under this contract, the Contractor shall not have access to CBI submitted to EPA under any authority until the Contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR, Part 2, Subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the Contractor.

H.22 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.23 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR

1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.24 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI

used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.25 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized

disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.26 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures

for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and

technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.27 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

NAMES OF KEY PERSONNEL TO BE INSERTED AT TIME OF CONTRACT AWARD

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.28 CONSULTANT SERVICES AND CONSENT (EPAAR 1552.237-73) (APR 1984)

(a) The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another Federal agency for similar or like services and, if so, shall notify the Contracting Officer.

(b) The Contractor may use the following consultants for the period of time at the rate shown.

| | | |
|------|-----------------------------------|---|
| Name | Number of _____ (Days) (Hours) | Not to Exceed the (Daily) (Hourly) Rate of |
|------|-----------------------------------|---|

| | | | |
|-------|-------|----|-------|
| _____ | _____ | \$ | _____ |
| _____ | _____ | \$ | _____ |

H.29 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.30 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This

is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within ____ calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within ____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

**H.31 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72)
(APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.32 SITE SPECIFIC TRAVEL

APPLICABLE TO COST REIMBURSABLE SITE SPECIFIC TRAVEL

(1) Travel--Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

(2) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds \$75.00, including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.

(3) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

(4) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit request, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

H.33 EPA REGIONAL CROSSOVER (RACS-H-96-09)

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific work assignment (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to accept work assignments for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in the Section B clause titled "Estimated Cost, Base Fee and Award Fee."

H.34 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (RACS-H-96-10)

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Governments's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

- (1) all litigation involving the records has been finally settled and approval is obtained from the CO; or

- (2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|--|
| 52.202-1 | OCT 1995 | DEFINITIONS |
| 52.203-3 | APR 1984 | GRATUITIES |
| 52.203-5 | APR 1984 | COVENANT AGAINST CONTINGENT FEES |
| 52.203-6 | JUL 1995 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| 52.203-7 | JUL 1995 | ANTI-KICKBACK PROCEDURES |
| 52.203-12 | JUN 1997 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.209-6 | JUL 1995 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| 52.215-8 | OCT 1997 | ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT |
| 52.216-7 | MAR 2000 | ALLOWABLE COST AND PAYMENT |
| 52.216-8 | MAR 1997 | FIXED FEE |
| 52.219-4 | JAN 1999 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS |
| 52.219-9 | OCT 1999 | SMALL BUSINESS SUBCONTRACTING PLAN |
| 52.219-16 | JAN 1999 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN |
| 52.219-25 | OCT 1999 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING |
| 52.222-3 | AUG 1996 | CONVICT LABOR |
| 52.222-26 | FEB 1999 | EQUAL OPPORTUNITY |
| 52.222-35 | APR 1998 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA |
| 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| 52.222-37 | JAN 1999 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA |
| 52.223-6 | JAN 1997 | DRUG-FREE WORKPLACE |
| 52.223-14 | OCT 1996 | TOXIC CHEMICAL RELEASE REPORTING |

| | | |
|-----------|----------|---|
| 52.227-1 | JUL 1995 | AUTHORIZATION AND CONSENT |
| 52.227-2 | AUG 1996 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |
| 52.227-14 | JUN 1987 | RIGHTS IN DATA--GENERAL |
| 52.227-14 | JUN 1987 | RIGHTS IN DATA--GENERAL ALTERNATE IV (JUN 1987) |
| 52.228-7 | MAR 1996 | INSURANCE--LIABILITY TO THIRD PERSONS |
| 52.229-3 | JAN 1991 | FEDERAL, STATE, AND LOCAL TAXES |
| 52.232-17 | JUN 1996 | INTEREST |
| 52.232-20 | APR 1984 | LIMITATION OF COST |
| 52.232-22 | APR 1984 | LIMITATION OF FUNDS |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS |
| 52.232-25 | JUN 1997 | PROMPT PAYMENT |
| 52.232-34 | MAY 1999 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION |
| 52.233-1 | DEC 1998 | DISPUTES ALTERNATE I (DEC 1991) |
| 52.233-3 | AUG 1996 | PROTEST AFTER AWARD ALTERNATE I (JUN 1985) |
| 52.242-1 | APR 1984 | NOTICE OF INTENT TO DISALLOW COSTS |
| 52.242-3 | OCT 1995 | PENALTIES FOR UNALLOWABLE COSTS |
| 52.242-4 | JAN 1997 | CERTIFICATION OF FINAL INDIRECT COSTS |
| 52.242-13 | JUL 1995 | BANKRUPTCY |
| 52.243-2 | AUG 1987 | CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984) |
| 52.244-2 | AUG 1998 | SUBCONTRACTS ALTERNATE II (AUG 1998) |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY--SERVICES |
| 52.249-6 | SEP 1996 | TERMINATION (COST-REIMBURSEMENT) |
| 52.249-14 | APR 1984 | EXCUSABLE DELAYS |
| 52.253-1 | JAN 1991 | COMPUTER GENERATED FORMS |

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1)Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2)Rescind the contract with respect to which--

(i)The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A)Exchanging the information covered by such subsections for anything of value; or

(B)Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii)The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under

subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 AUDIT AND RECORDS--NEGOTIATION (FAR 52.215-2) (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable contract, or any combination of these, the Contractor shall maintain--and the Contracting Officer or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If, pursuant to law, the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General*--

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports*. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) *Availability*. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation, or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-

hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty days.

I.6 UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (OCT 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

I.7 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1999) ALTERNATE I (OCT 1998)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration

as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of **10%** percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the

Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.8 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.9 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.10 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property

provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and

accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to

willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the

Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause)

shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.11 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing,

an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.12 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I.13 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

| <u>ATTACHMENT</u> | <u>TITLE</u> |
|-------------------|---|
| 1 | REGION II SAT STATEMENT OF WORK |
| 2 | MINIMUM STANDARDS FOR CONFLICT OF INTEREST PLANS |
| 3 | INVOICE PREPARATION INSTRUCTIONS |
| 4 | SITE SPECIFIC INVOICE REQUIREMENTS |
| 5 | INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF SITE-SPECIFIC COSTS |
| 6 | PAST PERFORMANCE QUESTIONNAIRE AND PROJECT SUMMARY |
| 7 | TASK MATRIX (1 AND 2) LOTUS |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[] Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal

agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous

certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **G** intends, **G** does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

| | |
|--|--|
| Place of Performance (Street Address, City, State, County, Zip Code) | Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent |
| _____ | _____ |
| _____ | _____ |

**K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 1998)
ALTERNATE II (JAN 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744 Environmental Remediation Services.

(2) The small business size standard is \$5,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It { } is, { } is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It { } is, { } is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General*. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*(1) *General*. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
 (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.13 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made

within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.14 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the

existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.15 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76)
(APR 1984)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:
.....

(e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime
contracts and subcontracts: \$.....

Government fixed-price prime contracts
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

| | <u>Estimated/ Actual Cost</u> | <u>Standard Cost</u> |
|---------------------|-----------------------------------|--------------------------|
| Estimating System | | |
| Job Order | | |
| Process | | |
| Accumulating System | | |
| Job Order | | |
| Process | | |

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

| <u>Fiscal</u> <u>Year</u> | <u>Indirect</u> <u>Cost Rate</u> | <u>Basis of</u> <u>Allocation</u> |
|------------------------------|-------------------------------------|--------------------------------------|
| Fringe Benefits | | |
| Overhead | | |
| G&A Expense | | |
| Other | | |

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department
Contracting Department
Other

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

K.16 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title

26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.17 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

K.18 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1) (FEB 1999) DEVIATION

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L.1 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (SEP 1999)
DEVIATION**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.2 SIC CODE AND SMALL BUSINESS SIZE STANDARD

The standard industrial classification (SIC) code for this acquisition is 8744, Environmental Remediation Services.

L.3 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can

be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to

the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized

representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.4 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

L.6 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- TARGETS (FAR 52.219-24) (JAN 1999)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.7 SMALL DISADVANTAGED BUSINESS CONCERN INFORMATION AND PARTICIPATION TARGETS

As required by FAR 19.1202-4(a), small disadvantaged business (SDB) offerors that waive the price evaluation adjustment provided for in FAR 52.219-23 shall provide with their offers a target for the work that they intend to perform as

the prime contractor. All SDB participation targets identified in FAR 19.1202-4(a) (including total targets for SDB participation by the contractor [including joint venture partners and team members] and subcontractors) will be incorporated into the contract. In addition, if the solicitation includes an evaluation factor or subfactor relating to the extent of SDB participation in the performance of the contract, the SDBs considered in the evaluation shall be listed in the contract and the contractor is required to promptly notify the contracting officer of any substitutions of firms that are not SDBs.

L.8 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FAR 52.222-24) (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.9 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work,

and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.10 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Julie K. Speers

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.11 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with

its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

**L.12 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
(APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.13 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)
(AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of August 1, 2000 and that the required effort will be uniformly incurred throughout each contract period.

L.14 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

(a) Technical Proposal Instructions

(1) Submit proposal for than cost factors as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

Submit Cost and price information described below in accordance with Section 1. General Cost or Pricing Proposal Instructions and in provision L, ADDITIONAL COST PROPOSAL INSTRUCTIONS

Identify Any exceptions, deviations or conditional assumptions to the terms and conditions. Exceptions, deviations or conditional assumptions may

render your proposal ineligible for an award without discussions.

(2) Special proposal instructions:

You are advised to closely read the technical proposal instructions and technical evaluation criteria before preparing a technical proposal. The technical proposal will consist of two parts: (1) a written technical proposal, and (2) an oral presentation to the Government.

I. REQUIRED SECTIONS OF THE WRITTEN PROPOSAL

Contract Management Ability

The Offeror shall demonstrate its ability to manage a large multi-disciplinary team over a large geographic area for multiple tasks; manage cost by task; meet reporting requirements similar to those in this RFP, particularly reporting on workload status and staffing levels. The Offeror shall describe its ability to manage high volume small dollar work assignments requiring quick turnaround. The Offeror shall provide a staffing and retention plan for all personnel which should address the Offeror's ability to increase staffing to meet short and long term requirements; obtain and integrate specialized labor; train and maintain a well-qualified staff. Offerors may demonstrate their management ability to meet the requirements by explaining and demonstrating how they satisfied and performed on similar requirements in the past.

Offerors shall describe their approach to planning, organizing, and carrying out the contract activities as presented in the SOW, so as to ensure effective, efficient, timely, and responsive support. Offerors shall discuss how they plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members, and through lines of communication within the organization.

Personnel

The Offeror shall demonstrate its ability to perform the contract with its personnel and approach.

The Offeror shall provide the following:

- Task Matrix in accordance with Attachments
- Qualification of personnel listed on the Task Matrices, Attachment 7

a. Key Personnel - Program Manager

The resume shall demonstrate the ability of the proposed Program Manager to organize and manage large, complex contracts (including management of subcontractors and consultants) similar to the effort in this RFP, and experience in all of the subject areas identified in the SOW. The resume should include the individual's academic credentials, work history, and

description of relevant projects performed that demonstrate expertise in the SAT SOW tasks.

b. Key Personnel - SAT Team Leader

The resume shall demonstrate the ability of the proposed SAT Team Leader to organize and manage large, complex, multi-site projects, direct the SAT staff, and ensure the technical quality and timeliness of deliverables. The resume should include the individual's academic credentials, work history, and description of relevant projects performed that demonstrate expertise in the SAT SOW tasks.

c. Key Personnel - HRS Expert

The resume shall demonstrate the ability of the proposed HRS Expert to prepare HRS and NCP Documentation Records and assist in HRS and NCP issues such as data usability and scoring approach on all other relevant SAT activities, i.e., Site Inspections and Expanded Site Inspections. The resume should include the individual's academic credentials, work history and description of relevant projects that demonstrate expertise in the SAT SOW tasks.

d. Project Leaders/Project Managers

The Offeror shall discuss the experience and capabilities of any other Project Leaders/Project Managers in their respective work areas.

e. Non-Key Personnel (Technical Staff)

The Offeror shall discuss the experience, capabilities and technical skill of its non-key technical staff as a team. The Offeror shall address the size, distribution, technical qualifications and relevant work experience related to the SOW of the technical staff. At a minimum, the Offeror shall address the qualifications of its technical staff in the following disciplines:

- Data Quality Assurance
- Health and Safety
- Geology
- Organic Chemistry
- Analytical chemistry/data validation (Region II Certified)
- GIS expertise
- Hazardous Waste
- Toxicology
- Environmental/Chemical Engineering
- Soils Science
- Technical field sampling
- Technical drafting
- Technical editing
- Computer Programming
- Cost Analysis

The Offeror should propose any additional disciplines it requires to perform the SOW tasks for this contract.

INSTRUCTIONS FOR COMPLETING THE TASK MATRIX SPREADSHEETS

Offerors shall provide the requested data for both of the two (2) task matrix spreadsheets provided in Attachment 7 to the solicitation. The LOE hours for each tasking area on the task matrix/spreadsheet represent the Government's estimate of labor mix distribution and do not guarantee the actual distribution levels that will be experienced during contract performance.

The government expects that the hours proposed on the task matrix spreadsheets will be reflected in the cost model spreadsheets.

Provide an employee's name, his/her actual job classification, and the company name (if they are not working for the prime). Indicate the number of hours the employee, in any given non-key discipline area, will be working on each indicated task. Provide the same information for key personnel.

Indicate any additional discipline areas and/or job classifications required to perform the tasks in the SOW.

Past Performance

1. Prime contracts performed by the prime

For each prime contract performed by the prime addressed in the Offeror's oral presentation, the Offeror must submit a Project Profile in accordance with the following described format.

2. Site specific projects performed by the prime and/or team subcontractor(s)

For each site specific project performed by the prime and/or team subcontractor(s), if any, addressed in the Offeror's oral presentation, the Offeror must submit a Project Profile not to exceed an 8 ½ by 11 inch page which provides the following information.

PROJECT PROFILE

| | |
|--------------------------|-----------------------------|
| tracking number: | project/contract title: |
| project/contract number: | relevant to which SOW task: |
| start & completion date: | labor hours incurred: |
| contract type: | cost |

Did firm perform as prime or team subcontractor:

Reference Name:
Reference Title:

Telephone, fax & E-Mail numbers:
Current Employer:

The project profile must list in chronological order the current phone numbers of ALL program and contractual personnel of the client and any prime or team subcontractors involved in the project that have a knowledge of the firm's performance of the project cited.

One paragraph project description:

For each project presented in the oral presentation the offeror must send the following client authorization letter to the client for which the work was performed. A copy of each letter must be attached to the project profile.

CLIENT AUTHORIZATION LETTER

[ADDRESSEE]

Dear "Client":

We are currently responding to the Environmental Protection agency RFP No. PR-HQ-99-16911 for the procurement of Site Assessment contract support services in Region II. The EPA is placing increased emphasis in their acquisition on past performance as a source selection factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. any questions may be directed to

_____.

Sincerely,

Capacity to Perform/Resources

The offeror shall address each of the following areas:

Resources The offeror shall identify location of prime/team subcontractor office(s) supporting the SAT contract. Location and size (number of people) of the proposed offices, their proximity to the Region II's offices in New York city and Edison, NJ.

Properties The offeror shall demonstrate how they will provide property (e.g., vehicles, computers, health and safety equipment and field sampling equipment) to support work efforts under this contract.

Accomplishments Utilizing Small Disadvantaged Business Concerns

List each federal contract that the offeror (prime only) performed as a prime and complete the following information.

Accomplishments providing professional services described in the SAT SOW for on-site projects, through the use of team subcontractors that qualified as Small Disadvantaged Business

Contract No.

Name of SDB

SDB and current phone number

Hours proposed for SDB in contract

Number of projects/work assignments performed by SDB

Total hours invoiced for SDB under contract

GUIDANCE IN PREPARATION OF THE WRITTEN PROPOSAL

The offeror shall prepare its written technical proposal

L.15 ADDITIONAL COST PROPOSAL INSTRUCTIONS

1. Support Personnel: The offeror's attention is directed to Clause B which addresses the Level of Effort. The LOE described in this clause is exclusive of any support personnel. The offeror shall propose any additional labor hours for support personnel in accordance with its accounting system.
- 2(a) Base Quantity Labor: The Offeror should assume an even distribution over the five year base period of the contract of a minimum of 50,830 technical LOE labor hours. The actual distribution of LOE hours may differ.

- 2(b) Base Quantity ODCs: Use the figures below when computing the five year base quantity spreadsheet. These costs are the Government's RFP plug figures for proposal purposes; Offerors may add applicable indirects in accordance with their accounting practices.

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
|------------------------|---------------|---------------|---------------|---------------|---------------|
| Travel | \$24,398 | \$24,398 | \$24,398 | \$24,398 | \$24,398 |
| Subcontracting | 10,878 | 10,878 | 10,878 | 10,878 | 10,878 |
| Analytical Services | 3,150 | 3,150 | 3,150 | 3,150 | 3,150 |
| Misc. ODCs | 29,075 | 29,075 | 29,075 | 29,075 | 29,075 |
| Total ODCs | 67,498 | 67,498 | 67,498 | 67,498 | 67,498 |

- 2(c) Option Increment Quantity Labor: there will be an additional 15 options of 13,555 technical LOE labor hours which may be exercised at any time during the five year base period of the contract. The total price for the optional increment quantities should be calculated using the fifth year rates. The total option increments are 203,325 LOE hours.

2.(c)(1) The offeror shall also provide to the Government the price for exercising an option of 13,555 LOE hours for each year of the contract (years 1, 2, 3, 4 and 5).

- 2(d) Option Increment Quantity ODCs: In completing the five option increment quantity spreadsheets, use the figures below when computing these expenses. The Offeror must not apply fee to these costs. Fee will not be paid on these costs. ODCs may be exercised independent of technical LOE labor hour increments.

| | <u>Per Option Increment</u> |
|------------------------|-----------------------------|
| Travel | \$32,520 |
| Subcontracting | 14,500 |
| Analytical Services | 4,200 |
| Misc. ODCs | 38,750 |
| Total ODCs | 89,970 |

- 2(e) Contract Summary: In completing the Contract Summary spreadsheet, combine the base quantity spreadsheet (years 1-5) and the option increment quantity spreadsheets (all 15 increments USING THE FIFTH YEAR RATES), using the figures below to compute ODC expenses.

| | <u>Total</u> <u>(15 Option Increments)</u> |
|------------------------|---|
| Travel | 487,800 |
| Subcontracting | 217,500 |
| Analytical Services | 63,000 |
| Misc. ODCs | 581,250 |
| Total ODCs | 1,349,550 |

(Please Note: Included with these instructions are cost proposal models that may be used; however, offerors should tailor the models to their own standard accounting practices.)

The Cost Proposal Models consist of the following:

| <u>Item</u> | <u>Cost Proposal Model</u> | <u>Quantity</u> |
|-----------------------------------|----------------------------|-------------------|
| 2.a Base Quantity Labor | Model #A | 50,830 LOE hours |
| b. Base Quantity ODCs | Model #A | |
| 2.c. Option Quantity Labor | Model #B | 203,305 LOE hours |
| c.1 Individual Increment Quantity | Model #C 1-5 | 13,555 LOE hours |
| d. Option Increment Qty ODCs | Model #C 1-5 | |
| 2.e. Contract Summary | Model #D | 254,135 LOE hours |

COST PROPOSAL MODEL

MODEL #A

SUMMARY - CONTRACT YEAR 1 THROUGH CONTRACT YEAR 5 - BASE QUANTITY

COST ELEMENT

| | | | | | |
|--------|--------|--------|--------|--------|-------|
| YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
|--------|--------|--------|--------|--------|-------|

DIRECT LABOR

KEY PERSONNEL:

NON KEY PERSONNEL:

1. TOTAL PROFESSIONAL LOE
2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

OTHER DIRECT COSTS:*

TRAVEL - RFP SPECIFIED
SUBCONTRACTING - RFP SPECIFIED
ANALYTICAL SERVICES - RFP SPECIFIED
MISC ODCS - RFP SPECIFIED
OTHER ODCS - (IF APPLICABLE)

*Note: Use the ODCs given in 2.b above to complete this model.

TEAM SUBCONTRACTORS/CONSULTANTS

- 1.
- 2.

TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #B

SUMMARY - TOTAL OPTION QUANTITIES (PRICED USING YEAR 5 RATES)
 (203,305 HOURS - 15 INCREMENTS 13,555 HOURS PER INCREMENT)

COST ELEMENT

| | TOTAL HOURS | TOTAL COST |
|--------------|----------------|---------------|
| DIRECT LABOR | | |

KEY PERSONNEL:

NON KEY PERSONNEL:

1. TOTAL PROFESSIONAL LOE
2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

OTHER DIRECT COSTS:*

TRAVEL - RFP SPECIFIED
 SUBCONTRACTING - RFP SPECIFIED
 ANALYTICAL SERVICES - RFP SPECIFIED
 MISC ODCS - RFP SPECIFIED
 OTHER ODCS - (IF APPLICABLE)

*Note: Use the ODCs given in 2.e above to complete this model.

TEAM SUBCONTRACTORS/CONSULTANTS

- 1.
- 2.

TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #C-1

SUMMARY - CONTRACT YEAR 1 - OPTION QUANTITY - SINGLE INCREMENT
(YEAR 1 RATES)

COST ELEMENT

| | TOTAL | TOTAL |
|--------------|-------|-------|
| DIRECT LABOR | HOURS | COST |

KEY PERSONNEL:

NON KEY PERSONNEL:

- 1. TOTAL PROFESSIONAL LOE
- 2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

OTHER DIRECT COSTS:*

- TRAVEL - RFP SPECIFIED
- SUBCONTRACTING - RFP SPECIFIED
- ANALYTICAL SERVICES - RFP SPECIFIED
- MISC ODCS - RFP SPECIFIED
- OTHER ODCS - (IF APPLICABLE)

*Note: Use the ODCs given in 2.d above to complete this model.

TEAM SUBCONTRACTORS/CONSULTANTS

- 1.
- 2.

TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #C-2

SUMMARY - CONTRACT YEAR 2 - OPTION QUANTITY - SINGLE INCREMENT
(YEAR 2 RATES)

COST ELEMENT

| | TOTAL HOURS | TOTAL COST |
|--------------|----------------|---------------|
| DIRECT LABOR | | |

KEY PERSONNEL:

NON KEY PERSONNEL:

- 1. TOTAL PROFESSIONAL LOE
- 2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

OTHER DIRECT COSTS:*

- TRAVEL - RFP SPECIFIED
- SUBCONTRACTING - RFP SPECIFIED
- ANALYTICAL SERVICES - RFP SPECIFIED
- MISC ODCS - RFP SPECIFIED
- OTHER ODCS - (IF APPLICABLE)

*Note: Use the ODCs given in 2.d above to complete this model.

TEAM SUBCONTRACTORS/CONSULTANTS

1.
2.
TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #C-3

SUMMARY - CONTRACT YEAR 3 - OPTION QUANTITY - SINGLE INCREMENT
(YEAR 3 RATES)

COST ELEMENT

| A. | | TOTAL HOURS | TOTAL COST |
|----|--|----------------|---------------|
|----|--|----------------|---------------|

KEY PERSONNEL:

NON KEY PERSONNEL:

- 1. TOTAL PROFESSIONAL LOE
- 2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

OTHER DIRECT COSTS:*

- TRAVEL - RFP SPECIFIED
- SUBCONTRACTING - RFP SPECIFIED
- ANALYTICAL SERVICES - RFP SPECIFIED

MISC ODCS - RFP SPECIFIED
OTHER ODCS - (IF APPLICABLE)

*Note: Use the ODCs given in 2.d above to complete this model.

TEAM SUBCONTRACTORS/CONSULTANTS

- 1.
- 2.

TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #C-4

SUMMARY - CONTRACT YEAR 4 - OPTION QUANTITY - SINGLE INCREMENT
(YEAR 4 RATES)

COST ELEMENT

| | TOTAL | TOTAL |
|--------------|-------|-------|
| DIRECT LABOR | HOURS | COST |

KEY PERSONNEL:

NON KEY PERSONNEL:

- 1. TOTAL PROFESSIONAL LOE
- 2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

OTHER DIRECT COSTS:*

- TRAVEL - RFP SPECIFIED
- SUBCONTRACTING - RFP SPECIFIED
- ANALYTICAL SERVICES - RFP SPECIFIED
- MISC ODCS - RFP SPECIFIED
- OTHER ODCS - (IF APPLICABLE)

*Note: Use the ODCs given in 2.d above to complete this model.

TEAM SUBCONTRACTORS/CONSULTANTS

- 1.
- 2.
- TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #C-5

SUMMARY - CONTRACT YEAR 5 - OPTION QUANTITY - SINGLE INCREMENT
(YEAR 5 RATES)

COST ELEMENT

| | | |
|--------------|-------|-------|
| | TOTAL | TOTAL |
| DIRECT LABOR | HOURS | COST |

KEY PERSONNEL:

NON KEY PERSONNEL:

- 1. TOTAL PROFESSIONAL LOE
- 2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

OTHER DIRECT COSTS:*

- TRAVEL - RFP SPECIFIED
- SUBCONTRACTING - RFP SPECIFIED
- ANALYTICAL SERVICES - RFP SPECIFIED
- MISC ODCS - RFP SPECIFIED
- OTHER ODCS - (IF APPLICABLE)

*Note: Use the ODCs given in 2.d above to complete this model.

TEAM SUBCONTRACTORS/CONSULTANTS

- 1.
- 2.

TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)
_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

COST PROPOSAL MODEL

MODEL #D

CONTRACT SUMMARY - CONTRACT YEAR 1 THROUGH CONTRACT YEAR 5 - BASE AND ALL
OPTION QUANTITIES

COST ELEMENT

| | TOTAL | TOTAL |
|--------------|-------|-------|
| DIRECT LABOR | HOURS | COST |

KEY PERSONNEL:

NON KEY PERSONNEL:

1. TOTAL PROFESSIONAL LOE
2. TOTAL CLERICAL/SUPPORT HOURS (IF APPLICABLE)

TOTAL - DIRECT LABOR

FRINGE: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

LABOR OVERHEAD: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

TOTAL - DIRECT LABOR, FRINGE & OVERHEAD

OTHER DIRECT COSTS:

TRAVEL - RFP SPECIFIED
SUBCONTRACTING - RFP SPECIFIED
ANALYTICAL SERVICES - RFP SPECIFIED
MISC ODCS - RFP SPECIFIED
OTHER ODCS - (IF APPLICABLE)

TEAM SUBCONTRACTORS/CONSULTANTS

- 1.
- 2.

TOTAL - SUBCONTRACTORS/CONSULTANTS

SUBTOTAL - ESTIMATED COSTS WITHOUT G&A

G&A: (IF APPLICABLE)

_____ % (IDENTIFY BASE)

TOTAL ESTIMATED COSTS

FIXED FEE: _____ % (IDENTIFY BASE)

TOTAL ESTIMATED COST AND FIXED FEE

**L.16 PROHIBITION OF EMERGENCY AND RAPID RESPONSE SERVICES TYPE CONTRACTORS
FROM RECEIVING CONTRACT AWARD**

**PROHIBITION OF EMERGENCY AND RAPID RESPONSE SERVICES TYPE CONTRACTORS FROM
RECEIVING CONTRACT AWARD**

An offeror shall not be eligible to receive an award under this solicitation if it is determined that the offeror , at the time of award of this contract, will be a Region II Emergency and Rapid Response Services (ERRS) or Emergency Response Cleanup Services (ERCS)/Time Critical Rapid Response (TCRR))prime contractor or subcontractor performing ERRS/ERCS/TCRR type

activities that conflict with the work to be performed under this contract, or proposes to use a current Region II ERRS ERCS/TCRR *prime* contractor or subcontractor performing ERRS/ERCS/TCRR type activities that conflict with the work to be performed under this contract as a team subcontractor.

L.17 DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

(a) The Agency has determined that a significant potential conflict of interest would exist if a current Region II ERRS or ERCS/TCRR *prime* contractor or subcontractor performing ERRS/ERCS/TCRR type activities that conflict with the work to be performed under this contract is awarded this contract, or if the offeror proposes to use a current Region II ERRS/ERCS/TCRR *prime* contractor or subcontractor performing ERRS/ERCS/TCRR type activities that conflict with the work to be performed under this contract as a team subcontractor. To be eligible for award, therefore, each offeror must demonstrate that, at the time of award of this contract, it will not be a Region II ERRS or ERCS/TCRR *prime* contractor or subcontractor performing ERRS/ERCS/TCRR activities that conflict with the work to be performed under this contract, and that it will not be using a current Region II ERRS/ERCS/TCRR *prime* contractor or subcontractor performing ERRS/ERCS/TCRR activities that conflict with the work to be performed under this contract as a team subcontractor.

(b) In addition, the Agency has determined that offerors with a relationship, financial or otherwise, with a current Region II ERRS or ERCS/TCRR *prime* contractor or subcontractor performing ERRS/ERCS/TCRR type activities, may have a potential conflict of interest. Therefore, offerors responding to this solicitation are requested to disclose any such relationships in their proposal. The disclosure statement must address actual or potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent companies, sister companies, affiliates, subsidiaries, and other interests held by the offeror; generally limited up to third tier relations unless there are potential conflict of interest concerns related to more distant affiliates. Offerors who are determined to have a conflict will be provided an opportunity to submit a plan which describes how any such conflicts will be avoided, mitigated or neutralized. The Agency will determine an offeror's eligibility for award based on the information provided.

(c) The purpose of requesting the information in paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The fact that an offeror has a relationship with a current Region II ERRS or ERCS/TCRR *prime* contractor or subcontractor performing ERRS/ERCS/TCRR type activities will not necessarily disqualify the offeror for consideration for award on the basis of actual or potential conflicts of interest. There is no set formula for determining what relationships would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interests of the Government due to organizational conflict of interest concerns; each offeror will be evaluated individually on the basis of the information

disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, mitigating or neutralizing such conflicts.

L.18 OFFICE AND TRAVEL COSTS

(a) If the Offeror has stated in the technical proposal that it will maintain offices within 50 miles of the EPA Region II for the purposes of performing this contract, the cost proposal must identify whether the offeror's accounting system will treat these office costs as a direct or an indirect cost. If the office cost is treated as a direct cost, the offeror is instructed to include office cost an additional other direct cost in the cost proposal. (See Paragraph E)).

(b) If the offeror will maintain offices within 50 miles of the EPA Regional offices, the cost proposal must identify which technical key personnel, technical personnel, management key personnel, and reports function key personnel will be located and perform their daily duties in these offices and which personnel will be located elsewhere. For professional employees proposed to perform the tasks in the statement of work that are based in offices greater than a 50 mile distance from the EPA Regional offices, the offeror is instructed to include in the cost proposal additional travel and per diem costs associated with these employees performing work in (see Paragraph D).

(c) For firms not maintaining offices within 50 miles of the EPA Regional offices, the cost proposal must identify where the office(s) are located and include weekly travel costs and per diem to the Regional offices, the cost proposal must identify where the office(s) are located and include weekly travel costs and per diem to (see Paragraph D)for all the professional employees proposed in the task matrix (see Paragraph D).

(d) The offeror's cost proposal must include, for each employee located in an office greater than 50 miles from the Regional office, weekly travel and per diem costs associated with the employee performing work under this contract in the Region II New York city metro area (see Paragraph E).

(e) All office and travel costs specified in this clause shall be included in the offeror's cost proposal as individual line items, separate and apart from the those travel and other direct costs specified in the solicitation.

L.19 SPECIAL RONALD REAGAN BUILDING BID INSTRUCTIONS

Offerors who intend to deliver bids in person directly to the Ronald Reagan Building (RRB)in response to this solicitation shall permit extra time, approximately twenty minutes to half an hour, to go through mandatory security checks to enter the building. Proper ID will be required, as well as the phone numbers below. The Bid Room is located on the 6th floor of the RRB and is staffed from 8 am through 3:30 pm Monday through Friday with the exception of Federal holidays. If there is no one in the bid room, offerors shall use the telephone provided at the front desk in the lobby to contact the CO directly.

Do not drop off packages without an assurance that the package has been received either by the CO or the bid room staff. This clause does not alter any standard FAR or EPAAR or EP guidance provided in this solicitation.

Bid room numbers: (202) 564-4362 or (202) 564-4363

If there is no response
from the bid room staff
contact the CO directly: Julie Speers, (202) 564-4452

If the CO does not answer,
call: Celia Vaughn, (202) 564-1047

L.20 PAST PERFORMANCE INFORMATION (EP 52.215-105) (SEP 1999)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance and complexity to that which is described in the RFP. Include the following information for each contract and subcontract:

- (1) Name of contracting activity.
- (2) Contract number.
- (3) Contract title.
- (4) Contract type.
- (5) Brief description of contract or subcontract and relevance to this requirement.
- (6) Total contract value.
- (7) Period of performance.
- (8) Contracting officer and telephone number.
- (9) Program manager and telephone number.
- (10) Administrative Contracting Officer, if different from #8, and telephone number.
- (11) List of subcontractors (if applicable).
- (12) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4(b).

Offerors may also provide information on problems encountered on the identified contracts and subcontracts and the offeror's corrective actions.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references and may also consider information obtained from other sources besides the references identified by the offeror when evaluating an offeror's past performance.

(2) Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

(d) If negative feed back is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. Negative and/or positive responses will only be revealed to an offeror when holding discussions except to the extent that any such clarifications or communications are permitted prior to discussions, if any, pursuant to FAR 15.306.

(e) Offerors must send Client Authorization Letters (see Section L of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Each offeror will be evaluated on performance under existing and prior

contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement consistent with the Past Performance evaluation factor in Section M. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire identified in Section J will be used to collect this information.

(h) The Contracting officer will retain the information collected on past performance in the official contract file.

(I) In accordance with FAR 15.305 (a)(2)(iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.21 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than fifteen (15) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.22 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.23 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This procurement is being processed as follows:

(a) Type of set-aside: Not Applicable

Percent of the set-aside: NONE

(b) 8(a) Program: Not Applicable

L.24 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9. The EPA recommends the following goals for this procurement.

| | |
|---------------------------------------|-----|
| Small Business Concerns | 50% |
| Small Disadvantaged Business Concerns | 20% |
| Women Owned Business Concerns | 6% |
| HUBZones Small Business | 1% |

L.25 ORGANIZATIONAL CONFLICT OF INTEREST PLAN

The offeror and its team subcontractors shall submit, along with its business cost proposal, an Organizational Conflict of Interest Plan describing the system that will be employed to identify actual or potential conflict of interest situations that may arise as a result of the work under this contract. The offeror will describe the steps that will be taken to avoid or mitigate an actual or potential conflict. The offeror must address both organization and site specific conflicts of interest for past and future work. This plan shall be developed utilizing Attachment #7, "Minimum Standards for EPA Contractors' Conflict of Interest Plans," as a guide.

L.26 DETERMINATION OF RESPONSIBILITY -- CONFLICT OF INTEREST

a. The Contracting Officer will perform a determination of responsibility for the apparent successful offeror in accordance with FAR 9.104. The responsibility determination will include, among other factors, consideration of any actual or potential organizational conflicts of interest that the apparent successful offeror has. If the Contracting Officer determines that the apparent successful offeror has an actual or potential conflict of interest which, in the Contracting Officer's opinion, cannot reasonably be avoided, neutralized or mitigated, the offeror, after being given an opportunity to address the CO's concerns, may be determined to be nonresponsible and will be deemed ineligible for award.

b. In assessing the potential for conflicts of interest, the Contracting Officer will review the information furnished in response to the Section (L) provision entitled, "Disclosure of Potential Organizational Conflicts of Interest" (as well as information submitted under the solicitation's other conflict of interest provisions) and the Conflict of Interest Plan furnished in accordance with the Section (L) provision entitled "Organizational Conflict of Interest Plan." As stated in the "Disclosure of Potential Organizational Conflicts of Interest" provision below, there is no precise formula for determining what would represent an acceptable level of risk to the Government when considering conflict of interest issues. The Conflict of Interest Plan will, however, be evaluated as acceptable or unacceptable based on the following:

1. The "Minimum Standards for EPA Contractor's Conflict of Interest Plans" (RFP Attachment #7);

2. The adequacy of the offeror's generic plan for avoiding, neutralizing, or mitigating actual or potential organizational conflicts of interest that may arise following contract award; and

3. The adequacy of the offeror's plan for avoiding, neutralizing or mitigating existing actual or potential organizational conflicts of interest that were identified prior to contract award.

Therefore, an apparent successful offeror who submits a Conflict of Interest Plan that is determined to be unacceptable at the time of contract award will be considered nonresponsible and not be eligible for award.

L.27 QUALITY MANAGEMENT PLAN

Each offeror shall submit a Quality Management Plan (QMP) that clearly and concisely demonstrates the offeror's or team's ability to address and ensure the quality control and quality assurance of the environmental data collection activities for all elements of the Statement of Work. The QMP shall be prepared in accordance with the following:

EPA QA/R-2, EPA Requirements for Quality Management Plans, External Review Draft Final, October 1998.

L.28 OTHER STANDARD OPERATING PROCEDURES

In addition to the Conflict of Interest Plan, Quality Management Plan and Small, Small Disadvantaged Business Plan, the offeror shall include with its proposal, the following Standard Operating Procedures:

(a) Health and Safety Plan (HSP)

- a copy of their corporate HSP which must be in conformance with applicable EPA and OSHA requirements for operations at hazardous waste facilities.

(b) Procedures for Handling Confidential Business Information (CBI)

- which describes the management and control systems which will be utilized by the offeror and subcontractors (if any) in the performance of this contract to identify, report, segregate and secure the CBI in conformance with EPA requirements.

The acceptability of these standard operating procedures shall be considered part of the responsibility determination as explained in Section M.

L.29 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EP 52.219-145) (FEB 2000)

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in any of the Standard Industrial Classification (SIC)/North American Industry Classification System (NAICS) Major Groups as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized SIC/NAICS Major Groups. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

L.30 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a

Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.31 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

**L.32 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
(EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

**L.33 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)
DEVIATION**

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal

submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at EPA Headquarters, Ariel Rios Building, 1200 Pennsylvania Avenue N.W., Washington, D.C., and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan

Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mailroom in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, **NO** overnight delivery service packages are delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at www.epa.gov/oam under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460

| | | |
|--|-------------|----------------|
| Specified Date and Time for Receipt of | <u>Date</u> | <u>Time</u> |
| Bids/Proposals: | 5/10/00 | 1530 (3:30 pm) |

PR-HQ-99-16911

Solicitation Number:

PR-HQ-99-16911

Offeror's Name and Address:

For Other Than US MAIL

U.S. Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3802R
Ronald Reagan Building, 6th Floor
1300 Pennsylvania, Ave
Washington, D.C. 20004

Specified Date and Time for Receipt of

Date Time

Bids/Proposals:

5/10/00 1530 (3:30 pm)

Solicitation Number:

PR-HQ-99-16911

Offeror's Name and Address:

SECTION M - EVALUATION FACTORS FOR AWARD

**M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS
(EPAAR 1552.215-70) (AUG 1999) DEVIATION**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

The technical proposal instructions in Section L of the RFP are hereby incorporated by reference into these technical evaluation factors.

TECHNICAL EVALUATION CRITERIA:

Proposals will be evaluated based on the information presented in the oral presentations and written proposals. Such information will demonstrate to the evaluators the offerors' qualifications in regard to the evaluation factors set forth below, which are to be evaluated in descending order of importance as follows:

- Factor 1. Contract Management Ability
- Factor 2. Technical Ability
- Factor 3. Responses to Pop Quiz
- Factor 4. Personnel Experience and Capability
- Factor 5. Past Performance
- Factor 6. Capacity to Perform
- Factor 7. Small Disadvantaged Business Participation

Factor 1. CONTRACT MANAGEMENT ABILITY

The offeror's proposal will be evaluated on its demonstrated ability and understanding to manage the contract.

Factor 2. TECHNICAL ABILITY

The offeror's presentation and oral proposal of technical ability and responses to the Integrated Assessment Scenario and Brownsfield Assessment Scenarios will be evaluated to determine its understanding of the work and ability to perform the work.

Factor 3. RESPONSES TO A POP QUIZ

The offeror's response to the Pop Quiz will be evaluated to determine its understanding of the work and ability to perform the contract.

Factor 4. PERSONNEL

The offeror's personnel qualifications, labor mix matrix and the oral presentations by key personnel will be evaluated on its demonstrated understanding and ability to perform the SOW tasks and manage the contract.

A. Key Personnel will be evaluated on the individual's capability for managing, controlling and overseeing the activities of his/her assigned work, and ability to ensure the technical quality and timeliness of all work performed.

The offeror's Program Manager will be evaluated on its demonstrated ability to organize and manage large, complex contracts (including management of subcontractors and consultants) similar to the effort in this RFP, and expertise in the SOW.

The offeror's SAT Team Leader will be evaluated on its demonstrated ability to organize and manage large, complex, multi-site projects, direct the SAT staff, and ensure the technical quality and timeliness of deliverables and ability to perform the SOW tasks.

The offeror's HRS Expert will be evaluated on its demonstrated ability to prepare HRS and NCP Documentation Records and assist in HRS and NCP issues

such as data usability and scoring approach on all other relevant SAT activities, i.e., Site Inspections and Expanded Site Inspections. The HRS Expert will be evaluated on his/her experience and capabilities in preparing HRS Documentation Records and extensive knowledge of the HRS.

The offeror's Project Leaders/Project Managers will be evaluated on their demonstrated ability to perform the respective work areas for which they are proposed.

B. Non-Key Personnel (Technical Staff) The offeror's Non-Key Personnel will be evaluated as a team on their demonstrated ability to perform the respective work areas for which they are proposed on the labor mix matrix.

Factor 5. PAST PERFORMANCE

Offerors will be evaluated based on information provided by their clients for the contracts and projects identified in the Project Profiles listed in Attachment J.5, "PAST PERFORMANCE PROJECT SUMMARY" and other information obtained by the CO from individuals knowledgeable of the offeror's performance.

Factor 6. CAPACITY TO PERFORM

The information under this criteria will be evaluated in the responsibility determination.

Factor 7. SMALL DISADVANTAGED BUSINESS PARTICIPATION

Under this factor (or subfactor, if appropriate), offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable Standard Industrial Classification (SIC)/North American Industry Classification System (NAICS) Major Groups as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

(1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;

(2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than non-enforceable commitments);

(3) The complexity and variety of the work the SDB concerns are to perform under the contract;

(4) The realism of the proposal to use SDB concerns in the performance of the contract; and

(5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable SIC/NAICS Major Groups) in terms of dollars and percentages of the total contract value.

ADJECTIVAL RATING SCALE (Factors 1, 2, 3, 4, and 7):

Offerors' written and oral proposals will be evaluated by the EPA using the adjectival rating scale shown below.

- FAILS: The factor is not addressed, or is totally deficient and without merit.
- POOR: The factor is addressed, but contains deficiencies and/or weaknesses that can be corrected only by major or significant changes to relevant portions of the proposal, or the factor is addressed so minimally or vaguely that there are widespread information gaps. In addition, because of the deficiencies, weaknesses, and/or information gaps, serious concerns exists on the part of the technical evaluation team about the offeror's ability to perform the required work.
- MARGINAL: Information related to the factor is incomplete, unclear, or indicates an inadequate approach to, or understanding of the factor. The technical evaluation team believes there is question as to whether the offeror would be able to perform satisfactorily.
- ADEQUATE: The response to the factor is adequate. Overall, it meets the specifications and requirements, such that the technical evaluation team believes that the offeror could perform to meet the Government's minimum requirements.
- GOOD: The response to the factor is good with some superior features. information provided is generally clear, and the demonstrated ability to accomplish the technical requirements is acceptable with the possibility of more than adequate performance.
- SUPERIOR: The response to the factor is superior in most features.

PAST PERFORMANCE RATING SCALE (Factor 5):

Excellent - A significant majority of the sources of information are consistently firm in stating that the offeror's performance, quality of service, responsiveness in resolving issues or problems, timeliness of performance, and cost control, was superior and that they would unhesitatingly do business with the offeror again. The references corroborate all the claims and facts presented in the offeror's project summary. Complaints are negligible or unfounded. All of the project/team leaders that directed and

performed the projects described by the offeror are still employed by the offeror.

Good - Most sources of information state that the offeror's performance, quality of service, responsiveness in resolving issues or problems, timeliness of performance, and cost control, was good, with some superior features and that they would willingly do business with the offeror again. The reference corroborated most of the claims and facts presented in the offeror's project summary. Complaints, though perhaps well-founded, are few and relatively minor. Most of the project/team leaders that directed and performed the projects described by the offeror are still employed by the offeror.

None - Most sources of information state that the offeror's performance, quality of service, responsiveness in resolving issues or problems, timeliness of performance, and cost control, was adequate, or no record exists, or the sources of information are roughly divided over the quality of the offeror's performance. While some state they would do business with the offeror again, others are doubtful and would not. Complaints are balanced by reports of good work. Some of the project/team leaders that directed and performed the projects described by the offeror are still employed by the offeror.

Marginal - Many sources of information make unfavorable responses about the offerors performance, quality of service, responsiveness in resolving issues or problems, timeliness of performance, and cost control, and either express serious doubt about doing business with the offeror again or state that they would refuse to do so. However, there are some favorable reports and some source information indicate that they would do business with the offeror again. There are many significant, serious and well-founded complaints. There are some reports of very good performance. Most of the project/team leaders that directed and performed the projects described by the offeror are no longer employed by the offeror.

Poor-- A significant majority of sources of information are consistently firm in stating that the offeror's performance, quality of service, responsiveness in resolving issues or problems, timeliness of performance, and cost control, was entirely unsatisfactory and that they would not do business with the offeror again under any circumstance. Customer complaints are substantial or numerous and well-founded. The offeror either presented no persuasive evidence of having taken appropriate correct action that will ensure against such conduct in the foreseeable future, it appears unlikely that the corrective action will be effective. None of the project/team leaders that directed and performed the projects described by the offeror are employed by the offeror.

M.3 EVALUATION OF STANDARD OPERATING PROCEDURES

As set forth in Section L of this RFP, the offeror is required to submit the following:

1. Organizational Conflict of Interest Plan

2. Quality Management Plan
3. Small, Small Disadvantaged, and Women Owned Small Business subcontracting Plan
4. Health and Safety Plan
5. Procedures for Handling Confidential Business Information
6. The list of all technical equipment, field and office, and vehicles and facilities the offeror currently has in its inventory necessary to perform this contract.
7. The offeror's plan to obtain the technical equipment, field and office vehicles and facilities necessary for contract performance the offeror currently does not have in its inventory.

The acceptability of these plans and controls will be considered as part of the responsibility determination undertaken to contract award to determine whether an offeror meets the responsibility standard set forth in FAR Sub-part 9.104. An offeror whose plans or procedures are not acceptable at time of award will be considered non-responsible and ineligible for award.

M.4 EVALUATION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN

The organizational conflict of interest plan as described in the Section L clause entitled "Organizational Conflict of Interest Plan," will be evaluated as acceptable or unacceptable. The acceptability of an offeror's conflict of interest plan submitted in response to the section L clause entitled "Organizational Conflict of Interest Plan" will be considered as part of the responsibility determination undertaken prior to contract award to determine whether an offeror meets the responsibility standards in FAR 9.104. An offeror whose plan is not considered acceptable at the time of award will be considered nonresponsible and ineligible for award.

M.5 EVALUATION OF QUALITY MANAGEMENT PLAN

The quality management plan as described in the Section L clause entitled "Quality Management Plan," will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that is ultimately unacceptable will not be eligible for a contract award.

ATTACHMENT 1

REGION II SAT STATEMENT OF WORK

United States Environmental Protection Agency

Region 2

Statement of Work

Site Assessment Team (SAT) Contract

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I. INTRODUCTION

A. BACKGROUND

The Site Assessment Team (SAT) contractor shall provide professional and technical support services to the Environmental Protection Agency (EPA) to support EPA in the assessment of contaminated or potentially contaminated sites, including Brownfields. Brownfields are abandoned, idled, or under-used industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination.

The current site assessment process consists of the evaluation and the placement of sites on the EPA National Priorities List (NPL) which is commonly called the Superfund list. After a site has been identified through the site discovery process, the site is prioritized by EPA and an initial evaluation is done via a preliminary assessment (PA). A PA is an initial screening of the site in which all available data (e.g., past industrial activity, permit history, location of drinking water intakes) are collected and reviewed. If warranted by the PA, a site inspection (SI) is conducted. A SI involves on-site work that usually includes collection and analysis of suspected contaminated soil, surface water, groundwater, and air samples. In some cases, integrated assessments (IAs), which combine activities of the PA, SI, and removal assessment, are conducted at sites where there is the potential for both short-term and long term response actions.

If warranted by the SI or IA, the site is formally evaluated for listing using a Hazard Ranking System (HRS) package. To determine an HRS score, all of the data gathered in the PA/SI stages are analyzed using the HRS. The HRS package results in the documentation of the Agency's rationale, data, scoring procedures, overall score, and references—are prepared by the States, EPA regions, and other participants in the NPL process, and are submitted through the regional EPA offices to the Office of Emergency and Remedial Response (OERR). The OERR NPL coordinator for each EPA region reviews each initial submission of a site package to ensure that basic quality control standards are met. Sites with an HRS score of 28.5 or greater are eligible for proposal to the NPL. The HRS packages proposed to the NPL are placed in the Superfund docket for public review when the proposed rule is published in the Federal Register.

Technical support provided under this contract may be performed at privately owned sites or federal facilities, as specified by work assignment or technical direction letter.

B. PURPOSE

The purpose of this statement of work (SOW) is to provide advisory and assistance services to Federal officials responsible for the activities described in the background.

C. SCOPE

The contracting officer will issue work assignments for all work required under this SOW in accordance with the terms and conditions of the contract. The contractor shall submit all analyses, options, recommendations, reports, and any other work products in draft form for review by the contracting officer or the contracting officer's representative (COR) prior to use or distribution. The Government will make all final regulatory, policy and interpretative decisions resulting from contractor-provided advice and assistance provided under this SOW as well as all final decisions regarding compliance determinations or the existence or violations of an order, law, regulation, etc. The contractor will not provide any legal advice or legal interpretations. When conducting training, seminars and presentations, the contractor shall not interpret EPA policy or regulations and any questions about EPA policy and regulations shall be referred to EPA. The contractor shall not publish or otherwise release, use, or disclose any work product generated under this SOW without obtaining EPA's express written approval. When submitting reports or documents that contain recommendations, the contractor shall:

1. explain or rank policy or action alternatives
2. describe procedures used to arrive at recommendations
3. summarize the substance of deliberations
4. report any dissenting views
5. list sources relied upon
6. detail the methods and considerations upon which the recommendations are based

II. TECHNICAL REQUIREMENTS

Technical requirements under this SOW include assessment; enforcement; technical support; and data management, as discussed below.

A. CERCLA ASSESSMENT ACTIVITIES

The task list below addresses the generic assessment tasks which may be ordered through work assignments and task orders in support of Sections II.A.1. through II.A.11. More specific requirements follow the generic list for:

Preliminary Assessments
 Site Inspections
 Combined Preliminary Assessment/Site Inspection
 Site Inspection Prioritization
 Federal Facility PA/SI Reviews
 Integrated Assessments

Brownfield Site Investigations
 Expanded Site Inspections
 Expanded Site Inspections/Remedial Investigations
 Remedial Investigation/Feasibility Studies
 Hazard Ranking System/National Priorities List Packages
 Enforcement Support

Assessment Task List

More specifically, the contractor shall:

1. locate and review files of waste generator(s)/site owner(s)/site operator(s) and other documents relating to past operator(s), (for example, deeds, court transcripts);
2. locate and review files of state and local authorities, other federal agencies, and interested parties;
3. using COR-approved protocols, interview site owner(s)/operator(s), state/local officials, residents, and other interested parties;
4. provide a written record of Potentially Responsible Party (PRP) identification efforts to assist EPA in determining cost liability;
5. conduct off-site perimeter visual observation of the site;
6. assist EPA in obtaining site access
7. using COR-approved protocols, conduct an on-site reconnaissance to document site conditions; with written and visual documentation (for example, 35mm camera and/or [VCR] or 8 mm video camcorder, sketches, logbook description, or digital camera);
8. provide recommendations and options regarding:
 - whether an immediate threat to public health or the environment exists

- potential need for a removal action
 - further investigation
 - no further action
 - state referral
 - referral to other federal agencies
 - referral to other EPA programs
 - facility actions
 - other actions;
9. identify site characteristics (for example, populations, sensitive environments, site usage, hydro geological and meteorological conditions, and other pertinent site conditions);
 10. identify pollutant dispersal pathways;
 11. identify extent of contamination;
 12. develop a health and safety plan for field activities which complies with Office of Safety and Health Administration (OSHA) and local health and safety requirements;
 13. develop and submit a preliminary findings sampling plan (See Section H) for field activities to ensure the usability of the data for assessment purposes;
 14. conduct both on-site and/or off-site environmental sampling activities;
 15. provide analytical services to include:
 - Contract Laboratory Program (CLP) (via sample coordinator)
 - non-CLP (including EPA regional laboratory and regional analytical services contracts),
 - field screening,
 - mobile laboratories;
 16. identify and address data gaps required to meet EPA assessment objectives (for example, background levels, applicable or relevant and appropriate requirements (ARARs), groundwater information);
 17. install monitoring wells and/or piezometer;
 18. perform air monitoring;
 19. perform analytical data validation;
 20. conduct geophysical surveys/investigations;
 21. generate preliminary HRS score;
 22. analyze site risks regarding whether site contaminants pose a current or potential risk to human health and the environment in the absence of any response action to include:
 - contaminant identification
 - exposure assessment
 - toxicity assessment
 - risk characterization
 - provide information necessary to determine whether or not a response is necessary at the site, provide justification for any response action proposed, and explain what exposure pathways need to be addressed;
 23. provide a hazard ranking system screening in accordance with EPA OSWER Directive 9345.1-07 (November 1992), "The Hazard Ranking System (HRS) Guidance Manual" using the PREScore software or subsequent software;
 24. report the draft score to the EPA COR prior to proceeding with the formal HRS package;
 25. prepare a draft HRS package to include:
 - site summary
 - PREScore HRS score sheets
 - documentation record
 - figures
 - maps
 - references;
 26. dispose of investigation derived wastes, in accordance with EPA guidance (Managing Investigation Derived Wastes for Site Inspections - Office of Solid Waste and Emergency Response [OSWER] Directive 9345.3-02);
 27. provide cost analysis/information for response alternatives;

28. provide site security to prevent unauthorized access of any persons or animals to preserve public safety. Site security may include, for example, fencing, or armed or unarmed security services;
29. identify contamination or potential contamination associated with illegal drug labs, explosions, or spills;
30. complete and maintain documentation of all contractor actions taken or assigned consistent with the NCP for cost recovery purposes. Make available to federal trustees of affected natural resources information and documentation to assist the trustees in the determination of actual or potential natural resource injuries. Documentation shall provide:
 - the source and circumstances of the release
 - the identity of responsible parties
 - the response action taken
 - an accounting of contractor costs incurred in support of EPA response actions
 - the impacts and potential impacts to the public health and welfare and the environment;
31. locate and review existing site, facility and/or release data;
32. identify potentially responsible parties (PRP)(s);
33. analyze PRP documents and actions for compliance with enforcement actions;
34. analyze the accuracy, timeliness and completeness of PRP reports;
35. document PRP activities and provide negotiation support;
36. provide health indication sampling and analysis, for example blood, urine, and hair samples;
37. provide site communications (for example, radios, repeaters, commercially available radio systems, telephones, pagers);
38. perform nuclear/biological/chemical sampling and analysis;
39. conduct human indicator sampling;
40. provide engineering design products and services.

1. Preliminary Assessments (PA)

The contractor shall perform PA activities, in conformance with:

OSWER Directive 9345.0-01A, "Guidance for Performing Preliminary Assessments Under CERCLA", dated September 1991; and,

Region-specific requirements, available in Region's library.

More specifically, the contractor shall:

- review past and present facility waste handling practices and permit history document the presence, quantity, type, or absence of uncontained or uncontrolled hazardous substances on site, and releases to the environment
- identify pollution dispersal pathways; determine pathway-specific receptors and surrounding population density
- locate other environmentally sensitive receptors (*as per Table 4-23 in 40 CFR300, Hazard Ranking System Final Rule*)

2. Site Inspections

The purpose of the SI is to incorporate and build upon the objectives of a PA, and may require the collection of samples or the evaluation of existing analytical data to evaluate site conditions. The contractor shall perform SI activities in conformance with:

EPA/540-R-92-021, "Guidance for Performing Site Inspections Under CERCLA", dated September 1992; and,

Region specific requirements, available in Region's library.

More specifically the contractor shall:

- identify releases that pose no significant threat to public health or the environment
- analyze the potential need for removal action
- collect or develop data for the COR to evaluate the release pursuant to the HRS
- collect data required for the COR to better characterize the release for more effective and rapid initiation of the remedial investigation/feasibility Study (RI/FS) or response

3. Combined PA/SI

As ordered, the contractor shall perform preliminary search and field activities outlined in the PA and SI sections above into one effort.

4. Site Inspection Prioritization (SIP)

The purpose of the SIP -- an intermediate step in the site assessment program to update old SIs (for example, SIs completed prior to the revision to the HRS) on a discrete universe of sites-- is to gather any additional information necessary to help set priorities among sites assessed under the old HRS scoring system. The contractor shall perform SIP activities in accordance with:

***OSWER Directive 9345.1-15FS "Site Inspection Prioritization Guidance" (August 1993), as amended, and
Region-specific requirements, available in the Region's library***

More specifically, the contractor shall:

- update or revise the HRS Score
- identify data gaps
- perform desktop data collection to support the revised score
- perform sampling (data collection)

5. Federal Facility PA/SI Review

The contractor shall assist EPA in the implementation of its oversight role during the site assessment process at facilities owned and/or operated by other Federal agencies. A Federal Facility PA/SI Review (FF PA/SI)(Complete the Region II Federal Facility Review Form) does not require any type of site reconnaissance or sampling on the part of the contractor; it only involves a review of an HRS-oriented checklist and supporting information supplied by the Federal Agency which owns the site (In some cases, non-sampling data must be gathered by the contractor to fill data gaps on which the Federal Agency is unable or unwilling to provide information.)

The contractor shall perform Federal Facility PA/SI Reviews in conformance with the following:

***"Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9620), Section 120(h) as amended and the Federal Facility Compliance Act of 1992 (as amended); and
OSWER Directive 9345.0-01 Checklist"***

6. Integrated Assessments (IA)

The purpose of an IA is to gather data that meets the requirements of both a removal site evaluation and remedial site inspection at the same site. The data gathering effort may require field screening and full CLP analysis of samples. The contractor shall perform the relevant tasks described in the Assessment Task List in conformance with the following:

“Integrating Removal and Remedial Site Assessment Investigations”, OSWER Short Sheet 9345.16FS, September 1993;

Removal Site Evaluation and Site Inspection documents referenced above; and

Region specific guidance, available in the regional library

7. Expanded Site Inspection/Remedial Investigation (ESI/RI)

The integration of site assessment activities to expedite the Superfund remedial process is a major focus of the Superfund Accelerated Cleanup Model (SACM). An integrated ESI/RI under SACM can expedite site characterization while a site is evaluated under rule making to be placed on the National Priorities List (NPL).

This task provides specific requirements for the integrated ESI/RI report that differ from a traditional RI. The major differences between the ESI/RI and a traditional RI are that the RI portion of this task will not determine the full nature and extent of the contamination at the site, and will not complete a baseline risk assessment.

The ESI/RI is intended to serve a twofold purpose:

- a. provide additional information required to support preparation of an HRS package for NPL listing
- b. further characterize a site beyond Pre-remedial site assessment by initiating a phased RI.

The RI planning and sampling activities, as well as risk assessment shall fall within the scope of CERCLA site assessment activities. The integrated ESI/RI report must include the traditional ESI report, the HRS documentation package, a qualitative human health risk assessment, and the early phase(s) of an RI report based on the work completed under the work assignment.

In performing an ESI/RI, the contractor shall:

- a. determine the nature of potential ground water contamination and possibly soil exposure concerns (e.g., delineate source(s) of contamination) as required by the HRS
- b. determine an estimated extent of contamination at a portion of the site to provide adequate data for a qualitative human health risk assessment
- c. collect adequate data for a cost estimate for completing the traditional RI/FS, including a baseline risk assessment.

The contractor shall perform the following ESI/RI activities in accordance with the following applicable regulations:

1) Expanded Site Inspection - Transitional Guidance For Fiscal Year - 1988 - OSWER Directive 9345.1-02

2) Hazardous Ranking System Guidance Manual - OSWER Directive 9345.1-07

3) Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA - OSWER Directive 9355.3-01, 10-88

4) Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA - August 1993 EPA-540-R-93-051

8. Brownfield Site Investigations (BSI)

The Brownfields are abandoned, idled or underutilized industrial and commercial facilities. The purpose of the Brownfield assessment is to streamline site investigation and to characterize site conditions. The BSI will not involve collection of data associated with HRS package preparation. The objectives of a BSI are to identify:

- the nature and extent of contamination on-site
- the risks posed by the contamination
- potential alternatives for cleanup
- costs of cleanup options for site redevelopment

The contractor shall perform a BSI in conformance with the following:

“Integrating Brownfields and Traditional Site Assessment”, #9230.0-81, EPA 540-F-96-028, January 1997;

“Guidance for Performing Site Inspections Under CERCLA” EPA 540-R-92-021, September 1992;

“Road Map to Understanding Innovative Technology Options for Brownfields Investigation and Cleanup”, EPA 542-B-97-002;

Region specific requirements, available in Region's library; Brownfields Quality Assurance document (EPA 540-R-98-038);

Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”, ASTM, E 1527-9; and “Environmental Site Assessments: Phase II Environmental Site Assessment

9. Expanded Site Inspections (ESI)

The purpose of the Expanded Site Inspections (ESI) is to provide the additional information required to support preparation of an HRS package for NPL listing and often involves the installation of monitoring wells. The contractor shall perform the relevant tasks for an ESI as described in the Assessment Task List in conformance with the following:

EPA 540-R-92-021, “Guidance for Performing Site Inspections Under CERCLA”, dated September 1992; and

Region-specific requirements, available in Region's library

10. Remedial Investigation/Feasibility Study (RI/FS)

An RI/FS is an extensive assessment conducted at sites which are proposed/added to the NPL. The purpose of an RI/FS is to develop the data necessary to support the selection of a remedy to eliminate, reduce, or control risks to human health and the environment. The contractor shall perform the relevant RI/FS tasks described in the Assessment Task List in conformance with the following:

“EPA Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, Interim Final”, U.S. EPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive No. 9355.3-01.

11. Hazard Ranking System/National Priorities List Packages (HRS/NPL)

The contractor shall perform the relevant HRS/NPL tasks described in the Assessment Task List in conformance with the following:

THE HAZARDOUS RANKING SYSTEM (40 CFR PART 300; Final rule), published as a Federal regulation on December 14, 1990 (55 Federal Register 51532), constitutes the definitive reference and should be consulted throughout the process of scoring a site.

EPA OSWER Directive 9345.1-07, November 1992, "The Hazard Ranking System Guidance Manual"

12. Enforcement Support

The contractor shall perform the relevant enforcement support activities described in the Assessment Task List.

B. TECHNICAL SUPPORT ACTIVITIES

The list below addresses the technical support activities which may be ordered through work assignments or task orders. More specific requirements follow the generic list.

The contractor shall provide information, analyses, options and recommendations for implementing emerging technologies and maintaining program currency.

1. General Technical Support
2. Public Participation Support
3. Site Discovery Programs
4. Assessment of Human Health and Ecological Risks

1. General Technical Support

- a. identify, analyze and recommend for implementation emerging technologies
- b. provide information, analysis, recommendations and options for maintaining program currency and program improvements.

2. Public Participation Support

The contractor shall perform public participation tasks to ensure that public and private interests are kept informed of response events and activities and that all parties' concerns are considered throughout the process.

The contractor shall perform public participation tasks in conformance with:

"Community Relations in Superfund: A Handbook", January 1992; and

"Public Participation Guidance for On-Scene Coordinators: Community Relations and the Administrative Record", OSWER Directive 9360-05, June 1992

3. Site Discovery Programs

The Contractor shall perform the following tasks in order for EPA to determine whether sites require additional site assessment activities. The contractor shall: collect, record, and analyze information on location and type of uncontrolled hazardous substance disposal sites, facilities and/or releases to isolate potential candidates for further site assessment.

4. Human Health/Ecological Risk Assessment

The contractor shall perform the risk assessments in accordance with the following guidance:

For Baseline Human Health Risk Assessments:

Risk Assessment Guidance for Superfund (RAGS), Volume I: Human Health Evaluation Manual:

- Part A, Baseline Risk Assessment. Interim Final. December 1989. EPA 540/1-89/002. NTIS PB90-155581.***
- Part B, Development of Risk-Based Preliminary Remediation Goals. December, 1991. EPA 540/R-92/003. OSWER Directive 9285.7-01B. NTIS PB92-963333.***
- Part C, Risk Evaluation of Remedial Alternatives. December 1991. EPA/540/R-92/004. OSWER Directive 9285.701C. NTIS PB92-963334.***
- Part D, Standardized Planning, Reporting and Review of Superfund Risk Assessments. January 1998. EPA 540-R-97-033. OSWER Directive 9285.7-01D. NTIS PB97-963305;***

Supplemental Guidance to RAGS: Calculating the Concentration Term. June 22, 1992. OSWER Directive 9285.7-08I;

Standard Default Exposure Factors. Interim Final. OSWER Directive 9285.6-03. March 25, 1991;

Final Guidance Data Usability in Risk Assessment (Part A). April 1992. OSWER Directive 9285.7-09A. NTIS PB92-963356;

Guidance for Data Usability in Risk Assessment (Part B). May 1992. OSWER Directive 9285.7-09B. NTIS PB92-963362;

Dermal Exposure Assessment: Principles and Applications. January 1992. EPA 600/8-91/011B;

Exposure Factors Handbook, Volume 1.1997. EPA/600/P-95/002Fa;

Exposure Factors Handbook, Volume 2.1997. EPA/600/P-95/002Fb;

Exposure Factors Handbook, Volume 2.1997. EPA/600/P-95/002Fc;

Air/Superfund National Technical Guidance Study Series, Volumes I, II, III, and IV (EPA 450/1-89-001,002,003,004, July 1989);

Final Soil Screening Guidance, May 17, 1996. Soil Screening Guidance User's Guide. Office of Solid Waste and Emergency Response. EPA/540/R-96/018;

Soil Screening Guidance: Technical Background Document. EPA 540/R-94/126;

EPA Risk Characterization Program. Memorandum from Administrator Carol Browner. Office of the Administrator, Washington, DC. March 21, 1995;

Provisional Guidance for Quantitative Risk Assessment of Polycyclic Aromatic Hydrocarbons. Office of Research and Development, Washington, DC. EPA/600/R-93/C89;

PCBs: Cancer Dose-Response Assessment and Application to Environmental Mixtures. Office of Research and Development, Washington, DC. EPA/600/P-96/001A;

Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities. July 14, 1994. OSWER Directive 9355.4-12.

For Baseline Ecological Risk Assessments:

Guidelines for Ecological Risk Assessment, Final. April 1998. EPA/630/R-95-002F;

Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments. June 1997. EPA/540-R-97-006;

Ecological Assessment of Hazardous Waste Sites: A Field and Laboratory Reference Document. EPA 600/3-89/013. March 1989;

EcoUpdate: Intermittent Bulletins, Supplemental Guidance to RAGS, Vol. II. EPA Publications 9345.0-051. The contractor shall perform the following tasks which will result in technical analysis, findings, facts, and options to the COR responsible for human health and ecological risk assessments.

C. DATA MANAGEMENT SUPPORT

The contractor shall:

1. provide information technology analysis and options
2. provide information technology support, for example web page support
3. provide data input/output services

D. QUALITY ASSURANCE REQUIREMENTS

When performing work under this SOW, the contractor shall adhere to the following Quality Assurance references and to all requirements/guidance documents incorporated by reference therein.

The contractor shall evaluate the usability of the data. This will include any uncertainties associated with the data. Where appropriate, the contractor shall perform a data quality assessment in accordance with *Guidance for Data Quality Assessment, EPA/600/R-96/084, July 1996 or most recent version*

(<http://www.epa.gov/superfnd/oerr/aoc/download/epaqag9.pdf>) and *EPA Region II specific Data Validation Standard Operating Procedures which are available for download at <ftp://clu-in.com/download/rcrasup/>.*

A. Preparation of Generic Project Plans for any Site Investigations Activity

Site Investigation Activities include: Preliminary Assessments (PAs), Site Inspections (SIs), Site Inspection Prioritizations (SIPs), Expanded Site Inspections (ESIs) and Integrated Assessments (IAs).

The contractor shall prepare draft and final versions of the generic project plans for Health and Safety Plan (HASP) and Field Sampling Plan (FSP).

The purpose of preparing these generic plans is to minimize the time and paper work required to prepare the site-specific plans for Site Investigation activities. When directed in writing by the EPA, the contractor shall prepare a simplified Preliminary Findings and Sampling Plan (PFSP) which must include the site-specific portions of the plans to be prepared for each site assignment. These generic plans must document the task activities, field investigation and sampling procedures; and the guidelines, requirements and procedures for health protection, which are applicable to each site assigned. These generic plans must also provide guidelines for gathering and developing the site-specific data and information for a given site, in order to make these project generic plans become site-specific plans. The contractor shall summarize the required site-specific data and information be summarized in the PFSP.

The Generic FSP must include: sampling and decontamination procedures and guidelines for conducting onsite reconnaissance, determining sample numbers and locations, and specifying QA/QC sample requirements.

The Generic HASP must include: the guidelines, requirements and procedures for health protection.

a. Generic Health and Safety Plan

The Contractor shall develop a generic plan for all Site Investigation activities in order to simplify the preparation, and to minimize the volume of the site specific Health and Safety Plan for each site assigned for any site investigation activity. The Generic Health and Safety Plan must consist of generic and site specific sections (see Attachment I). The generic sections contain the guidelines, requirements and procedures which are applicable to each of the sites assigned. The site-specific sections

must specify the site-related data and information requirements in order to make the Generic Health and Safety Plan become a complete site Health and Safety Plan. Therefore, with the supplement of the Generic Health and Safety Plan, the Health and Safety Plan for a given site assignment will only require the preparation and addition of the site specific sections (see Attachment 1) of the generic plan.

For each site assignment, the Contractor shall prepare a Task Work Plan and incorporate it into a Preliminary Findings and Sampling Plan. The contents of this Task Work Plan must include site description, site history and contamination, Site Location Map, Site Sketch Map, Previous Work at the Site, Site Reconnaissance Objectives, Sampling Trip Objective (including Technical Approach - Logistics and Team Organization, Sampling Strategy, Decontamination, Documentation, sampling efforts, documentation requirements (Sample Rationale, Analytical Parameter and Site Sampling Plan Map) and a Site Safety Plan. The Task Work Plan (including the Site Safety Plan) must address the data and information requirements of the site-specific sections (see Attachment 1) for a given site assignment. The Contractor shall address some of the site-specific sections (i.e., Items 6, 14, 15, 16, 17 and 18) in the Task Work Plan, and the other sections (i.e., Items 1, 3, 7, 8, 21, 24, 31, 27, 38, 39, 42, 43, and 44) will be addressed in the Site Safety Plan. In short, the Health and Safety Plan for a given site assignment must consist of the Generic Health and Safety Plan and the Task Work Plan (including the Site Safety Plan).

b. Generic Field Sampling Plan

The contractor shall develop a Generic Field Sampling Plan (FSP), which will be applied as a generic document for all field operations undertaken by the contractor for any site investigation activity. ***This document must be developed in accordance with USEPA Region II Quality Assurance Manual, and is intended to be utilized in conjunction with the site-specific Task Work Plan for a given site.***

The intent of Site Investigations is to provide a preliminary screening approach to facilitate USEPA assignment of site priorities with the objective to determine the potential of a site for its inclusion on the National Priorities List (NPL). These activities will focus on determining USEPA Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) eligibility, documenting the presence or absence of hazardous substances, and collecting area receptor and site characteristics information. The sample strategy listed with this document must emphasize the collection of samples required to evaluate certain pathways of concern to the CERCLA program. The FSP must include, as sections, discussion of the objectives of the initial site reconnaissance, sampling visit and sampling procedures by matrix, Quality Assurance/Quality Control (QA/QC) specifications, and Field Change

and Corrective Actions. The following outline must be used to develop this document.

1. Introduction
2. Site Reconnaissance
3. Sampling Visit and Sampling Procedures
 - 3.1 Sample Tracking System
 - Sample Identification System
 - Sample Bottles
 - Sample Packaging and Shipping
 - Sample Documentation
 - 3.2 Sampling Program
 - Surface Soil Sampling
 - On-Site Monitoring Well Sampling
 - Water Supply Well Sampling
 - Surface Water Sampling
 - Sediment Sampling
 - 3.3 Stream Water Flow Measurement
 - 3.4 Decontamination
4. Quality Assurance/Quality Control
 - 4.1 Field Instrument Calibration and Preventive Maintenance
 - 4.2 QA/QC Sample Collection
 - Trip Blanks
 - Field Blanks
 - Deionized Water Blanks
 - Duplicate Samples
 - Split Samples
 - Background Samples
 - Data Validation
5. Field Changes and Corrective Actions

c. Task Work Plan (TWP)

A TWP template is provided by EPA (See Attachment 2). This plan contains the site specific information generally required by a WP, a FSP, and a HASP but in a brief form. The contractor shall use a site TWP in conjunction with the generic WP, FSP and HASP developed for any Site Investigation to become, respectively, the site-specific WP, FSP and HASP. As presented in Attachment 2, this TWP must

include descriptions of the site and hazardous waste contamination, sampling strategy (Part two of the Background/Sample Strategy Form), description of site activities and team responsibilities, onsite reconnaissance checklist, Sample Summary Form, and Site Safety Plan.

d. Preliminary Findings and Sampling Plan (PFSP)

The contractor shall submit a Preliminary Findings and Sampling Plan (or site-specific plan) for any site investigation where sampling is recommended. The PFSP must provide a justification for the proposed sampling event and include the following sections:

1. General Description and Site History
2. Site Location Map
3. Site Sketch Map
4. Evaluation of Existing Information
5. Hazard Assessment
6. Source Description
7. Groundwater Pathway
8. Surface Water Pathway
9. Soil Exposure Pathway
10. Air Pathway
11. Sensitivity Analysis
12. Summary and Conclusion
13. Prescore
14. Task Work Plan for Sampling Visit

A two week review of the draft PFSP is required for EPA. The contractor should receive EPA's comments (specifically, comments on the onsite reconnaissance checklist) at the end of the review period or before the onsite reconnaissance taking place. These plans must be finalized according to EPA's comments and the results of the onsite reconnaissance. The contractor shall submit the final PFSP to EPA one week after the onsite reconnaissance for review and approval. These final plans should be approved by EPA at least one week prior to the date for the sampling visit.

2. Preparation of Generic Brownfield Field Sampling Plan (BFSP) for Brownfield Site Investigations (BSI) - The BSI is a streamlined site investigation used to adequately characterize site conditions, however, these investigations will not involve collection of data associated with Hazard Ranking System (HRS) preparation. These investigations will be at sites selected by EPA Region II and must be conducted in compliance with EPA and State requirements, (e.g., New Jersey Technical Requirements for Site Remediation).

The contractor shall prepare draft and final versions of the generic project plans for the Health and Safety Plan (HASP) and Field Sampling Plan (FSP) for Brownfield Site Investigations. ***The contractor shall prepare these generic plans in compliance with "Region II Brownfields Generic QAPP" and follow the formats provided in "1. Preparation of Generic Plans for Site Investigation Activity"***

eliminating any reference to data associated with HRS package preparation.

The purpose of preparing these generic plans is to minimize the time and paperwork required to prepare site-specific plans for Brownfield Site Investigation activities. When directed in writing by EPA, the contractor shall prepare a simplified BFSP, which must include the site specific portions of the plans, for each site assignment. These generic plans must document the task activities, field investigation and sampling procedures, and guidelines, requirements and procedures for health protection which are applicable to each site assigned. These generic plans will provide guidelines for gathering and developing the site-specific data and information for a given site in order to make these project generic plans become site-specific plans. The required site-specific data and information must be summarized in the BFSP.

Generic BFSP: must include sampling and decontamination procedures and guidelines for conducting onsite reconnaissance, determining sampling numbers and locations, and specifying QA/QC sample requirements.

Generic HASP: must include the guidelines, requirements and procedures for health protection.

Site-specific BFSP: shall be submitted by the contractor for any BSI where sampling is recommend. The BFSP must detail sampling needed to determine the nature, extent, source, and significance of contamination present at the site, and shall include all the sampling and analysis necessary to determine **redevelopment** cleanup alternatives and costs of implementing those cleanup alternatives to meet the redevelopment options identified by EPA. The contractor shall conduct sampling with an emphasis on field screening sampling techniques and innovative technologies.

ATTACHMENT I

**GENERIC AND SITE-SPECIFIC PORTIONS
OF A HEALTH AND SAFETY PLAN
FOR
SCREENING SITE INSPECTIONS**

| ITEM | HEALTH AND SAFETY PLAN CONTENTS | GENERIC | SITE SPECIFIC |
|-------------|--|----------------|--------------------------|
| 1 | COVER PAGE | | X |
| 2 | TABLE OF CONTENTS | X | |
| 3 | SECTION I: APPROVALS | | X |
| 4 | SECTION II: GENERAL | X | |
| 5 | 2.0 Introduction | X | |
| 6 | 2.1 Proposed Site Activities | | X |
| 7 | 2.2 Emergency Phone Number | | X |
| 8 | 2.3 Contractor Contacts | | X |
| 9 | SECTION III: HEALTH AND SAFETY PERSONNEL | X | |
| 10 | 3.0 Health and Safety Personnel Responsibilities | X | |
| 11 | 3.1 SI, SIP, ESI or IA Manager | X | |
| 12 | 3.2 Company Health and Safety Supervisor (CHSS) | X | |
| 13 | 3.3 Health and Safety Officer (HSO) | X | |
| 14 | 3.4 Designated HSO | X | |
| 15 | SECTION IV: SITE HISTORY AND PHYSICAL DESCRIPTION | | X |
| 16 | 4.0 Location | | X |
| 17 | 4.1 Description | | X |
| 18 | 4.2 History | | X |
| 19 | SECTION V: SITE RELATED INCIDENTS, COMPLAINTS AND ACTIONS | | X |
| 20 | SECTION VI: CHEMICAL CONTAMINANTS DATA | X | |
| 21 | 6.0 Introduction | X | |

| | | | |
|----|--|---|----|
| 22 | 6.1 Chemical Data Sheet | | X |
| 23 | 6.2 Characteristics | X | |
| 24 | 6.3 Sources | X | |
| 25 | SECTION VII: HAZARD ASSESSMENT | | X |
| 26 | SECTION VIII: TRAINING AND MEDICAL REQUIREMENTS | X | |
| 27 | SECTION IX: ZONES, PERSONAL PROTECTION AND COMMUNICATION | X | |
| 28 | 9.0 Site Zones | X | |
| 29 | 9.1 Exclusion Zones | X | |
| 30 | 9.2 Contamination Reduction Zone | X | |
| 31 | 9.3 Support Zone | X | |
| 32 | 9.4 Personal Protection | | X |
| 33 | 9.5 Communications | X | |
| 34 | SECTION X: MONITORING PROCEDURES | X | |
| 35 | SECTION XI: SAFETY CONSIDERATIONS | X | |
| 36 | SECTION XII: STANDARD SAFE WORK PRACTICES | X | |
| 37 | SECTION XIII: DECONTAMINATION PROCEDURES | X | |
| 38 | SECTION XV: EMERGENCY PLAN | | X |
| 39 | SECTION XVI: MEDICAL DATA SHEET/FIELD TEAM REVIEW | | X* |
| 40 | APPENDIX A: CHEMICAL DATA SHEETS | | X* |
| 41 | APPENDIX B: INCIDENT REPORT | | X* |
| 42 | APPENDIX C: OSHA POSTER | | X* |
| 43 | APPENDIX D: H&S WEEKLY REPORT | | X* |

* The information required in these sections are site-specific. However, the forms used in these sections are uniformly applicable to each site assessment. Therefore, these forms are included in the Generic Health and Safety Plan.

ATTACHMENTS II and III are guidance documents.

ATTACHMENT 2

MINIMUM STANDARDS FOR CONFLICT OF INTEREST PLANS

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of

a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or

work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date,

dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

ATTACHMENT 4

SITE SPECIFIC INVOICE REQUIREMENTS



SITE SPECIFIC INVOICING REQUIREMENTS
September 25, 1995 (9:10am)

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the s/s attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for: Current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number; ie **123R1**, (if it requires more than one reclaim, invoices are to be numbered: 123R2, 123R3 etc.). All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", ie **117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit report/s, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", ie **146X**. For example:

| <i>Voucher purpose</i> | <i>Original voucher</i> | <i>Reclaim suspended costs</i> | <i>Indirect cost rate adjustments</i> | <i>Audit adjustments</i> |
|-------------------------------|--------------------------------|---------------------------------------|--|---------------------------------|
| Voucher number | 123 | 123R1, 123R2.. | 117Z | 146X |

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element such as labor, travel, equipment, other direct, subcontractor and overhead or indirect costs, as identified

elsewhere in the contract.

2. A site specific detail attachment (**S/S Attachment**) to the invoice. All invoiced costs are separated into the following categories:

- Sites with an EPA SSID, e.g. "01X3," one line per site should be used; [See description at item 2 page 3].
- All other sites without an EPA SSID, e.g. "ZZ," one line per site should be used;
- Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site work assignment, one line per work assignment;
- Non-Superfund costs, as applicable, one line item.

The required format of the invoice s/s attachment is provided in Exhibit I. The sum of the detailed costs on the s/s attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve work assignments may submit a separate page for each work assignment [applying the same format] if so directed by the EPA project officer. The contractor shall use the invoice **s/s attachment** to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices Clause." to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site-specific costs through the annual allocation process as described in Clause _____ within the Contract.

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919)541-2304. Questions regarding Annual Allocation should be directed to the Chief, Superfund Accounting Branch, Financial Management Division at (202)260-9268.

EXPLANATION OF EXHIBIT I SITE SPECIFIC DETAIL ATTACHMENT

The contractor shall report the total invoiced costs on the invoice s/s attachment broken down by the five categories of site/non-site charges: **Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs, and previous invoice site corrections.** For each site/non-site charge incurred during the billing period, the contractor shall provide the following information:

Column No. Column Title

- 1 **(Optional) Technical Direction Document (TDDs) or Work Assignment Number (WA)** - The full WA number is provided by the applicable EPA contract manager, ie. the Work Assignment Manager. If the contractor is providing a separate page for each WA, the WA number may be placed in the upper left corner. Otherwise the work assignment or TDD numbers must be placed in this column.
- 2 **Region/SSID-** This four-digit code, i.e. **01X3** or **A1X3**, consists of:
- a. The first digit will always be a **"0" ZERO**. Unless the region exceeds the use of two-digit sites; then the first digit will be an alpha, ie. "A", "B".. Thus the SSID will be **A1X3**;
 - b. The second digit is the regional identifier, i.e. one (1) for Region I, two (2) for Region II etc. and zero (0) for Region X,
 - c. The third and fourth digits, representing the sites, are the last two digits of the four- digit SSID (*see 2.a*).
Example, if Region I sites **did not exceed** two digits, the Region/SSID will be **01X3**; however, if Region I sites **exceeded** the two digits, the Region/SSID will be **A1X3**.
- 3 **Action Code** - Starting with FY96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions as provided by the Project Officer, via the work assignment (WA) or the technical direction document (TDD). However, for FY95 funding and before, the one-digit activity code may be used.
(Note- For FY 1995 and prior, it was called 'activity' code; from FY 1996 and forward, it will be called 'action' code).
- 4 **Operable Unit** - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA contract manager, i.e. Work Assignment Manager, Project Officer...etc. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.
- 5 **Site Name or Non-site Description** - The name of the site, up to 28 characters. *When the site name exceeds 28 characters, use the first 28.*
NOTE: For non-site-specific activities, use this column to briefly describe the non-site activity.
- 6 **Action Sequence Number** - The three-digit code used to represent the activities performed as given by **"CERCLIS III."** This number will be provided by the WAM/Project Officer as he/she acquires it from **"CERCLIS III"** . This three-digit code is provided via

the work assignment (WA) or the technical direction document (TDD). *The Action Sequence Number will be available sometime during FY 1996.*

- 7 **IFMS line Reference** - Column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (PO). This three-digit line reference is found on the Invoice Approval Form (2550- 19T) .
- 8 **Invoice Number/Legend** - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the S/S Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine(9) must always be zero "00."
- 9 **Current/Adjustment Amount** - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. If there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSID's must be sorted by region and site within each region.
- 10 **Cumulative Charge** - Show the cumulative charge for each Operable Unit, SSID or Pre-SSID.

Incurred and claimed charges should be listed and subtotaled on the **S/S Attachment** by row sequential order.

Row Row Title

- 1 ***Previous invoice site corrections; This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments.*** Only corrections or adjustments of site costs charged to previous invoices shall be listed in **Row 1**. The subtotal for all corrections or adjustments in this row should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.
- 2 ***Sites W/SSID;*** Costs for sites with an EPA SSID. The SSID is provided by the EPA contract manager, ie WAM, TDD or Project Officer (PO).
- 3 ***Sites W/O SSID;*** Costs associated with Superfund site-specific work where no SSID has been established "ZZ" accounts. Once the SSID is established, all "ZZ" costs associated with that site should be reclassified (adjusted from the "ZZ" to the appropriate site within 30 days of establishing the SSID).

Thus, the contractor must, immediately, submit a letter to the Project Officer (PO) with an S/S Attachment. Only section one (1)-- **Previous Invoice Site Correction**-- must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Financial Management Center for cost redistribution.

- 4 **Non-site Superfund;** Superfund non-site-specific costs, along with base and award fees, as described below.

Contract-wide Program Management - Technical and Administrative;

For those contracts requiring separate identification of technical and administrative program management *such as* ARCS. The respective amounts should be delineated in compliance with instructions provided either by the contract or WA. The requirement for separation of program management is defined in "Administrative Guidance under ARCS" and is available from the **Enforcement and Laboratory Analysis Service Center, Superfund/RCRA Procurement Operations Division, Office of Acquisition Management (OAM)** at (202) 564-4488.

For contractors not subject to the technical/administrative differentiation requirements, contract -wide program management should be listed under "Contract-wide Program Management-Administrative."

Work Assignment Project Support; this line(s) shall include non-site-specific project support and management incurred with individual multi-site work assignments. The contractor should note that these costs should also be allocated to the sites under each respective work assignment as part of the annual allocation process. For further Guidance on annual allocation, contact the *Superfund Accounting Branch (SAB)* at (202) 564-4984.

Other Non-Site-specific Activities; If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (***Site Name/Non-site description***). The purpose of breaking out non-site activities from program support is to assist the contractor and EPA in preparing the Annual Allocation report at the end of the year. All non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the **Chief, Superfund Accounting Branch** at (202)564-4984.

Base and Award Fees; Base and Award Fees **which are not** site-specific should be listed in this Superfund Non-site Section.

- 5 **Non-superfund;** All non-Superfund costs invoiced should be

reported on the s/s attachment by appropriation such as Oil, RCRA...etc. These costs must be sorted by TDD/WA within each appropriation; as directed by the project officer.

- 6 **Total Invoice Amount;** This amount is the total of the costs listed in column 9, "Current/Adjustment Amount", i.e., the total charges for this billing period. This must equal the total amount on the invoice cost element summary. There should be no total for the cumulative charge column.

NOTES TO SITE ATTACHMENT:

- Provide one line per site or activity, sorted alpha/numerically and by Region.
- Page Formatting:
 - Upper Left Corner** - Contract Number, Delivery Order Number (if applicable), Invoice Number, and Work Assignment (optional).
 - Upper Right Corner** - Contractor Name and Invoice Period of Performance.
 - Bottom Left Corner** - Invoice Legend for previous invoice adjustments. This information may be provided as an enclosure to the s/s attachment if it could not be provided on the bottom left corner.
 - Bottom Right Corner** - Page number for the attachments, i.e. Page 1 of 7, 2 of 7, ...etc.

(CONTINUATION)

CONTRACT # 68W11234
INVOICE # 151
DELIVERY ORDER # _____
WORK ASSIGNMENT # _____
CONTRACTOR NAME ABC Company
INVOICE PERIOD OF PERFORMANCE 09/27/93-04/30/94

| Sort by Region and by Site | | | | | | | | | |
|---|----------------------------|---------------------------|-------------------|--|---------------------------------|---------------------------|---------------------|---------------------------------|---------------------------|
| #1 | #2 | #3 | #4 | #5 | #6 | #7 | #8 | #9 | #10 |
| (Optional) TOD or Work Assignment # | Region SOLID (4 POS) | Action Code (4 POS) | Objective Unit | Site Name Non-Site Description | Action Sequence # (3 POS) | ITMS Line Reference | Invoice # Legend | Current Adjustment Amount | Cumulative Change |
| D-005 D-013 | | | | | | ABB ABB | | 6,972.51 188,788.56 | 468,482.78 \$75,421.02 |
| | | | | PROG SUPPORT TRANSITION PROG SUPPORT TRANSITION | | | SUBTOTAL | 195,761.07 | 843,903.80 |
| | | | | | | ADD | | 276,253.40 1,541.43 | 1,088,414.25 15,003.83 |
| | | | | | | | TOTAL | 277,794.83 | |

INVOICE LEGEND:

4. NON-SITE SUPERFUND
- A) CONTRACT-WIDE PROGRAM MANAGEMENT:
- MOBILIZATION (RACE)
- TECHNICAL
- ADMINISTRATIVE
- EQUIPMENT (RACE)
- CLOSURE (RACE)
P) WA FIDUCIARY SUPPORT
- C) OTHER NON-SITE SPECIFIC ACTIVITIES:
- SITE SUPPORT
- PROGRAM-WIDE
- D) BASE FEE
- E) AWARD FEE
- SUBTOTAL
- Total Superfund
5. NON-SUPERFUND

6. TOTAL INVOICE AMOUNT

(CONTINUATION)

CONTRACT # 68W11234
INVOICE # 151
DELIVERY ORDER # _____
WORK ASSIGNMENT # _____
CONTRACTOR NAME ABC Company
INVOICE PERIOD OF PERFORMANCE 09/27/93-04/30/94

| Sort by Region and by Site | | | | | | | | | |
|---|----------------------------|---------------------------|-------------------|--|---------------------------------|---------------------------|---------------------|---------------------------------|---------------------------|
| #1 | #2 | #3 | #4 | #5 | #6 | #7 | #8 | #9 | #10 |
| (Optional) TOD or Work Assignment # | Region SOLID (4 POS) | Action Code (4 POS) | Objective Unit | Site Name Non-Site Description | Action Sequence # (3 POS) | ITMS Line Reference | Invoice # Legend | Current Adjustment Amount | Cumulative Change |
| D-005 D-013 | | | | PROG SUPPORT TRANSITION PROG SUPPORT TRANSITION | | ABB ABB | | 6,972.51 188,788.56 | 468,482.78 \$75,421.02 |
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| | | | | | | | TOTAL | 277,794.83 | |

INVOICE LEGEND:

4. NON-SITE
SUPERFUND
- A) CONTRACT-WIDE
PROGRAM MANAGEMENT:
- MOBILIZATION (RACE)
- TECHNICAL
- ADMINISTRATIVE
- EQUIPMENT (RACE)
- CLOSURE (RACE)
P) WA FIDUCIARY SUPPORT
- C) OTHER NON-SITE SPECIFIC
ACTIVITIES:
- SITE SUPPORT
- PROGRAM-WIDE
- D) BASE FEE
- E) AWARD FEE
- SUBTOTAL
- Total Superfund
5. NON-
SUPERFUND

6. TOTAL
INVOICE
AMOUNT

ATTACHMENT 5

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF SITE-SPECIFIC COSTS

INSTRUCTIONS FOR
PERFORMING
THE ANNUAL ALLOCATION
OF NON-SITE-SPECIFIC COSTS

Program and Cost Accounting Branch
Financial Management Division
Office of the Comptroller

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OF NON-SITE-SPECIFIC COSTS

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SECTION I

INTRODUCTION

OVERVIEW

CERCLA, as amended by SARA, authorizes EPA to recover all response costs associated with cleaning up hazardous waste sites. A large portion of EPA's response costs consists of payments to response action contractors. In order for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defensible, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to specific sites. This effort is called Annual Allocation. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Program and Cost Accounting Branch (PCAB) of the Financial Management Division. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact PCAB (Tina Van Pelt, 202-564-4984) for guidance.

DEFINITIONS OF TERMS

Capital Equipment - equipment with a unit cost of \$5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - costs which are attributable to a specific site.

End of Contract costs - costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program management - contract specific costs and fees incurred for the management of the specific EPA contract as a whole.

Non-site activities - costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID costs - costs incurred in connection with particular locations at which a Site/Spill Identifier (SSID) has not been assigned. Also known as Sites without SSIDs or 'ZZ' costs.

Program-wide non-site activities - costs incurred for activities which support the overall Superfund program. The costs are global in nature and purpose and are **not** eligible for distribution to sites. Examples of program-wide activities include training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund issues.

Site-support non-site activities - costs incurred for those activities other than program management

and fees which relate to, support, and/or benefit the sites worked on by the contractor in the aggregate, but which cannot be accounted for readily on a site-specific basis. Examples include training for contractor employees working on sites, equipment maintenance, calibrating EPA-owned equipment, tracking and inventory, and a conference or meeting held to discuss issues related to sites the contractor worked on.

SSID - Site/Spill Site Identifier - specific two character alpha-numeric designation for each site within a region. The SSID number is the last two digits in the EPA accounting system's 10 digit account number used to track all costs incurred on the site.

Start-up Costs - cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of the contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" costs - synonymous with "non-site-specific" costs. These are costs which are attributable to more than one site or the program. Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the last two digits in the EPA 10 digit account number.

GENERAL REQUIREMENTS

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Program and Cost Accounting Branch (PCAB) of the Financial Management Division (FMD). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year, i.e., October 1 - September 30.

The Contractor shall provide EPA within 120 days after the end of the fiscal year the total amount of all invoices paid for the annual allocation period, separating Superfund and non-Superfund costs which will be reconciled by EPA and a letter confirming the total amount paid will be sent to the contractor. The contractor should provide two copies of the draft report within 60 days after the letter confirming the invoice amounts are provided to the contractor. The contractor may elect to combine all costs for FY 1986-FY 1991 on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY, the contractor shall provide the invoice listing 120 days after submission of the last invoice following contract expiration.

Draft and Final Reports

The contractor should first submit the draft reports to PCAB. PCAB has created a lotus spreadsheet for use by the contractor for the preparation of this report. PCAB will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to PCAB 30 days after receipt of written notice from EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately reflects the costs distributed to each site and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Summary of Allocation report on a 5 1/4 inch or a 3 1/2 inch DOS computer disk in a Lotus 1-2-3 or ASCII format.

The annual allocation report submission includes the following:

Required Reports:

- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts) broken out between Superfund and non-Superfund appropriations

- Summary of Allocation
- Master Allocation Schedule (Attachment A)
- Statement of Allocation Methodology
- Certification of Contractor's report - (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)

Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by the Financial Management Division.

In preparing each year's annual allocation report, the contractor should determine whether any amounts invoices and paid by EPA during the year relate to prior fiscal years, e.g., indirect cost adjustments. If the amount of such payments are material, the contractor should prepare a separate allocation schedule for those amounts.

SECTION II

ANNUAL ALLOCATION OF NON-SITE COSTS

ANNUAL ALLOCATION PROCESS

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs, or activities listed. If so, enter "N/A" on the schedule and proceed to the next step.

The allocation package submitted by the contractor should provide the information shown on the Summary of Allocation Schedule along with the information in Attachments A, B, C, and D. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc.

The information provided on the Summary of Allocation should be triple spaced to allow for the addition of account codes by EPA. Sufficient supporting documentation enabling EPA to verify the accuracy of the allocation must be submitted as required by the contract clause. Attachments A, B, C, and D of the instruction package provide examples of adequate supporting documentation.

The instructions provided below follow a format which flows from Attachment A to each of the supporting attachments B, C, and D.

Step 1 - Reconciliation of Amount Paid

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. The contractor will provide the amounts paid for work performed during the fiscal year to EPA who will reconcile it to our system and send a letter confirming the total amount paid. The amount paid represents Superfund monies only. Non-Superfund monies are not considered in this allocation unless they are greater than 5% of the total amount paid. The contractor should provide paid amounts from their records separating Superfund from non-Superfund. For this step, assume the contractor provides a paid amount of \$270,000. An example of the reconciliation is shown below:

Contractor provided invoice listing:

| <u>Inv.#</u> | <u>Pd. of Performance</u> | <u>Total Paid Amount</u> | <u>Non-Superfund Paid Amount</u> | <u>Superfund Paid Amount</u> | <u>Date Paid</u> |
|--------------|---------------------------|----------------------------------|--|--------------------------------------|----------------------|
| 1 | 10/1/88-10/30/88 | \$5,000 \$0 | \$5,000 | | 12/15/89 |
| 2 | 11/1/88-11/31/88 | 11,000 1,000 | 10,000 | | 1/15/89 |
| 3 | 12/1/88-12/31/88 | 18,000 0 | 18,000 | | 2/15/89 |
| 4 | 1/1/89-1/31/89 | 21,000 1,000 | 20,000 | | 3/15/89 |
| 5 | 2/1/89-2/28/89 | 26,000 2,000 | 24,000 | | 4/15/89 |
| 6 | 3/1/89-3/31/89 | 22,000 0 | 22,000 | | 5/15/89 |
| 7 | 4/1/88-4/30/88 | 15,000 1,000 | 14,000 | | 6/15/89 |
| 8 | 5/1/88-5/31/88 | 24,000 3,000 | 21,000 | | 7/15/89 |
| 9 | 6/1/89-6/30/89 | 22,000 2,000 | 20,000 | | 8/15/89 |
| 10 | 7/1/89-7/31/89 | 22,000 0 | 22,000 | | 9/15/89 |
| 11 | 8/1/89-8/31/89 | 35,000 1,000 | 34,000 | | 10/15/89 |

| | | | |
|----|-----------------|---------------------|------------------------|
| 12 | 9/1/89-9/30/89 | 31,000 1,000 | 30,000 10/15/89 |
| 15 | 10/1/88-9/30/89 | <u>31,000 1,000</u> | <u>30,000 11/15/89</u> |
| | | \$283,000 | \$13,000 \$270,000 |

There are three important pieces of information in the above example. The first important piece of information is the period of performance and date paid. It is the government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year. When the phrase "*amount paid for work performed*" is used, the government fiscal year is the period of work performed. Invoices paid after the end of the fiscal year that pertain to the fiscal year such as indirect cost rate adjustments and previously suspended costs should be included in the listing for that year as shown by invoice #15.

The second important piece of information is the paid amount. The contractor amounts show \$283,000 paid by EPA. The contractor may have billed more but EPA only needs to know the amounts actually paid because the annual allocation process uses the Superfund amount paid for work performed, not the amount billed. Third, note the breakout of Superfund from non-Superfund dollars since PCAB is recovering only Superfund monies through the Annual Allocation process of \$270,000 which is what is shown on the Attachment A as the total Superfund amount paid. The \$283,000 represents superfund and other appropriations that may receive a portion of the program management. Unless the non-Superfund portion exceeds 5% of the total annual expenditures, the contractor may exclude the non-Superfund portion from the annual allocation report. In our example, \$13,000 of non-superfund charges is less than 5% of the \$283,000 total amount paid so is therefore excluded from the Attachment A.

Once the contractor submits this invoice listing, EPA will reconcile it against our

accounting system and will contact the contractor if there are any discrepancies, otherwise we will provide a letter stating the agreed upon Superfund amount paid. The contractor then has 60 days to complete the annual allocation report.

Step 2 - Identification of Site-Specific Costs

The next step in the annual allocation process is the identification of the site-specific costs paid for work performed during the fiscal year. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This information will be entered on *Attachment A, Master Allocation Schedule*.

Sites with EPA SSIDs

For sites assigned an EPA SSID, enter the following information by region and by site number on Attachment A, Line 1, Description:

- 3 EPA SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number assigned by EPA.
- 3 Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.
- 3 State - the two-letter State abbreviation.
- 3 Amount Paid - under Column A, the sum of the amounts directly reported for each site on each invoice or site-specific attachment submitted and paid for the annual allocation period. This includes any pre-SSID costs redistributed to the site during the year.

Sites without EPA SSIDs

For sites not assigned an EPA SSID, enter the following information by region and by Site on Attachment A, Line 2, Description:

- 3 Sites without SSIDs - the pre site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit pre-SSID number (ZZ) assigned by EPA.
- 3 Amount Paid - under Column A, the sum of the amounts reported for each pre-SSID site on each invoice or site-specific attachment submitted and paid for the annual allocation period. Pre-SSID costs are summarized by region.

The Attachment A example illustrates the procedures for entry of cost information for Sites with EPA SSIDs and Sites without EPA SSIDs. For example, Region 1 Sites with EPA SSIDs, show \$15,000 identified as costs for the Picillo site (0101) and \$25,000 for the Fletchers Paint Mill site (01A2). For Region 1 Sites without EPA SSIDs, there is an \$8,000 amount reported under the SSID "01ZZ." The costs for sites reported under the "ZZ" identifier shall not include any pre-SSID costs which were previously redistributed to the sites during the year.

Subtotal Superfund Site Costs

In Column A, subtotal the amounts from Column A, Line 1 for Sites with EPA SSIDs and subtotal the amounts from Column A, Line 2 for Sites without EPA SSIDs.

Step 3 - Reassignment of Pre-SSID Costs

Note: if the contractor does not have this category of costs, note this on Attachment A and

proceed to the next step.

The purpose of this step is to reassign any pre-SSID costs paid for work performed during the fiscal year that are not reflected in the Sites with EPA SSIDs costs identified in the previous step. For these costs, the redistribution will be identified on Attachment A, Column B.

During the year, the contractor may have performed effort at sites which had not been assigned an EPA SSID. The costs for this effort were charged to the pre-SSID account during the year. In many instances, a unique SSID is subsequently assigned to these sites, and the cost of work initially performed and billed is properly reassignable to a specific site.

In the Attachment A example, \$2,000 is being reassigned from the Region 1 pre-SSID amounts to two Region 1 sites. Based upon contractor records, \$1,000 was incurred and paid at each of these two sites before an EPA SSID was established. These amounts are not reflected in the Sites with EPA SSIDs totals from the previous step. In order to reflect the total site specific amount for these two sites, the \$1,000 per site needs to be reassigned from the pre-SSID amounts to the site amounts.

On Attachment A, Line 2, Column B, a credit of \$2,000 is entered for that line item. The reassigned amounts of \$1,000 for each site are then entered on the appropriate lines in Line 1, Column B. After all reassignments are made, sum the totals of Column A and Column B for each site and pre-SSID item and enter the sum on Attachment A, Column C for the respective site and pre-SSID amount.

Step 4 - Identification of Non-Site Costs

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

- 1) **Program Management** - contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories - Regional Program Management and National Program Management. Program Management costs will be entered onto Attachment A in Step 5.
- 2) **Start-up Costs** - activities incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 6.
- 3) **Capital Equipment** - equipment with a unit cost of \$5,000.00 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 7.
- 4) **Non-Site Activities** - activities under the contract, other than program management, start-up, or end-of contract, which are not site-specific. These activities can be broken down into two sub categories:
 - ! **Site-Support Non-Site Activities** - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or
 - ! **Program-Wide Non-Site Activities** - payments for activities which support the

overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 8.

- 5) **Non-Superfund Costs** - costs for contract tasks funded from EPA appropriations other than Superfund; e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-Superfund costs are not included in this allocation.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on supporting schedules and entered on Attachment A as applicable. Once the costs have been entered onto Attachment A, the appropriate non-site costs will be allocated to sites and activities.

Description of Non-Site Activities

There is no comprehensive list of site-support non-site activities and program-wide non-site activities. The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be

site-support activities:

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans
- Review CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site response actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Preparation of the Annual Allocation Report
- Attendance at a General Superfund Environmental Conference
- CERCLA Title III evaluations
- End of contract activities

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above: if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity.

Step 5 - Program Management Costs

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In step 4, the amount of program management costs was identified. Depending on the area of coverage of the contract, there may only be one category of program management. For Zone or National contracts, there may be two categories -- regional and national program management. Enter the amount of national program management, or contract program management, identified in Step 4 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management, by region, on Attachment A, Line 4, Columns A and C.

In the Attachment A example, \$25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also shows regional program management of \$10,000 and \$7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

Step 6 - Start-Up Costs

Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.

Start-up costs consist of the cost of efforts and activities incurred and paid for whose purposes and benefits extend for the entire contract period. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management.

Any start-up costs incurred during this annual allocation period were identified in Step 4. In Step 6, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.**

- B) Fiscal Year Incurred - enter the Federal fiscal year for this annual allocation period.**

- C) Start-Up Costs - enter the amount of start-up costs incurred and paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.**

- D) Number of Years Allocated - enter the number of years over which the start up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating the amortization. Another Start-up amortization methodology that PCAB recommends is the ratio of current year level of effort expended over total LOE allowed (including option years) on the contract. This method would ensure 100% recovery in case LOE was used faster than expected.**

- E) Amount Amortized Each Year - the amount of start-up costs amortized in this annual allocation period, by fiscal year. This fiscal year amount (straight-line method) is determined by dividing the amount identified in the Start-Up**

Costs column by the amount in the Number of Years Allocated column.

- F) **Total Amount to be Allocated This Annual Allocation Report** - the total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A, Line 5, Column C.

In the Attachment B example, the contract began in FY 1987. During FY 1987 the contractor incurred and was paid for \$25,000 of start-up costs. These start-up costs will be amortized over the five-year life of the contract on a straight-line basis. To complete this schedule, the FY 1987 start-up costs of \$25,000 are entered on the first line of the schedule in accordance with Steps B-E above. For FY 1988, no start-up costs were incurred or paid. A zero is entered in the start-up costs column. In the current year, FY 1989, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, \$5,000 of start-up costs is being amortized and included in the annual allocation. The \$5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1987. This amortized portion is entered on Attachment A, Line 5, Column C.

Step 7 - Equipment

Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.

Cost-reimbursed equipment represents capital equipment with a unit price of \$5,000.00 or greater and a greater than 1 year useful life. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule.

Any new capital equipment costs incurred during this annual allocation period were identified in Step 4. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.**
- B) Date Charged to Contract - enter the month and year the equipment was charged to the contract for all equipment items depreciated this annual allocation period.**
- C) Capital Equipment - enter the name of each capital equipment item.**
- D) Purchase Price - enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation**

period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.

- E) **Useful Life** - enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The useful life may extend beyond the term of the contract.

- F) **Beginning Balance** - enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.

- G) **Depreciation Amount** - the depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.

- H) **Ending Balance** - enter the amount of undepreciated equipment cost. This amount represents Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next annual allocation report.

- I) **Total Amount to be Allocated in this Annual Allocation Report** - sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for Items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E), may be somewhat difficult to determine. The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures, or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of \$80,000 and a beginning balance of \$48,000. The gas chromatograph was purchased in FY 1987. The current annual allocation period is for FY 1989. There have been two annual allocation reports prior to this year. The difference between the purchase price and the beginning balance of \$32,000 represents the depreciation included in the two prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and the beginning balance are the same.

The Depreciation Amount (G) represents the Purchase Price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was purchased in November 1988. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the equipment based upon the number of

months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1990 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1990 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

Step 8 - Non-Site Activities

Note: If there are no non-site activities, please note this in Attachment A and proceed to the next step.

Non-site activities represent efforts and activities which either support contractor site response actions or support the Superfund program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 4, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.**
- B) Determination of Allocability - enter the allocability determination for each identified activity as either site-support or program-wide.**
- C) Area of Applicability - enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 sites, all sites, or not allocable. For region specific contracts, all sites would be entered for site-support costs.**
- D) Description of Activity - enter the description of the non-site activity. The description should provide for a complete description of the activity.**
- E) Amount of Activity - enter the amount of the non-site activity.**
- F) Amount to be Allocated This Annual Allocation Report - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7, Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8, Column A and Column C.**

In the Attachment D example, there are examples of the two types of non-site activities. First, there is \$55,000 of site-support costs. These site-support costs are further broken down into regional activities, \$25,000 of Region 1 site-support activity and \$30,000

of Region 2 site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of \$22,000 of program-wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C.

Step 9 - Non-Superfund Costs

Certain Superfund response action contractors may perform efforts other than Superfund activities. These efforts are paid from other than the Superfund appropriation. The annual allocation process deals with Superfund monies only as shown in the invoice listing. Unless the non-Superfund monies are greater than 5% of the total contract, do not include non-Superfund monies in this annual allocation report.

Step 10 - Summary of Amounts

Sum all of Attachment A, Column A and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1. If it does not, please re-check your figures. In the Attachment A example, this amount equals \$270,000.

Sum Attachment A, Column C and enter that total on Attachment A, Line 9, Column C. This is the universe of costs used in this annual allocation period, including site specific amounts, Pre-SSID amounts, and amounts eligible for allocation. In the Attachment A example, this amount equals \$268,000

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

Step 11 - Allocation of Program Management Costs

Program management costs are allocated to all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts. The allocation should be based upon a method which equitably reflects the benefits provided by the program management.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and Regional Program Management. All contracts may not have both types of program management, but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the

percentage of the particular site or activity's costs to the total cost of all sites and activities. Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to an EPA SSID site. The allocation to other sites and activities is performed in the same manner.

Program Management Allocation

Formula:

$$\frac{\text{Program Management Amount}}{\text{Allocation Cost Base}} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$25,000 \times \frac{\$16,000}{\$205,000} = \$1,951$$

In the example shown above, the Program Management amount of \$25,000 is identified on Attachment A, Line 3, Column C. This is the amount to be allocated.

The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$16,000 - the amount shown in Attachment A, Line 1, Column C. This

amount includes the \$15,000 of site costs plus the \$1,000 of pre-SSID costs reassigned to the site in Step 3.

The allocation cost base of \$205,000 (the total shown in Column C of \$268,000 less the \$25,000 of Program Management Costs and the \$38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of \$1,951 is entered on Attachment A, Line 1, Column D for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column D on the corresponding line. Enter a credit to the Program Management amount in the amount of \$25,000 on Attachment A, Line 3, Column D.

Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to all sites and activities in that region.

Regional Program Management Allocation

Formula:

$$\text{Regional Program Management Amount} \times \frac{\text{Site or Activity Amount}}{\text{Total Regional Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$11,220 \times \frac{\$17,951}{\$81,903} = \$2,459$$

In the example shown above, the Region 1 Program Management amount of \$11,220 represents the sum of the Regional Program Management identified on Attachment A, Line 4, Column C of \$10,000 plus the \$1,220 allocable share of Program Management costs identified in Column D.

The site or activity amount, in this case the SSID amount for the Picillo Site (0101), equals \$17,951. The SSID amount includes the \$16,000 shown on Attachment A, Column C plus the allocable share of Program Management costs of \$1,951.

The total regional cost base of \$81,903 represents all sites and activities in Region 1. This amount includes the total amount of site costs both with SSIDs (\$17,951 for Picillo and \$29,171 for Fletchers Paint Mill) and pre-SSIDs (\$6,732) and the Region 1 site-support costs (\$28,049), including any previous allocations of costs (Program Management Costs). If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. From the calculation above, the allocable share for Site 0101 is \$2,459 and is entered on Attachment A, Line 1, Column E for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column E on the corresponding line.

Step 12 - Allocation of Start-up Costs

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to all sites and activities which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The contractor may be able to identify start-up costs to specific sites, regions, equipment, or activities. If the contractor has kept records in such a manner, the start-up costs should be allocated in accordance with the benefits provided by the start-up costs. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment:

Start-up Cost Allocation

Formula:

$$\frac{\text{Start\&up Cost Amount}}{\text{Amount}} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$5,610 \times \frac{\$20,410}{\$224,390} = \$ 510$$

In the example shown above, the start-up cost amount of \$5,610 represents the sum of Columns C, D, and E, of Line 5 (\$5,000, \$610, and 0, respectively). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,410 - the sum of the amounts shown in Columns C, D, and E, of Line 1 (\$16,000, \$1,951, and \$2,459, respectively). The Total Cost Base is \$224,390 which represents all costs from Column C of \$268,000 (because start-up costs are allocated to all sites and activities, excluding equipment) less the start-up cost amount of \$5,610 and equipment of \$38,000. The allocable share of \$510 for site 0101 is entered on Attachment A, Line 1, Column F for this

site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column F on the corresponding line.

Step 13 - Allocation of Capital Equipment Costs

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

Capital Equipment Cost Allocation

Formula:

$$\text{Capital Equipment Cost Amount} \times \frac{\text{Site or Activity Amount}}{\text{Total Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38,000 \times \frac{\$20,920}{\$230,000} = \$3,456$$

In the example shown above, the capital equipment cost amount of \$38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, and F (\$38,000, \$0, \$0, and \$0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,920 - the sum of the amounts shown in Columns C, D, E, and F (\$16,000, \$1,951, \$2,459, and \$510, respectively). The Total Cost Base amount equals \$230,000 and represents all costs of \$268,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of \$38,000. The allocable share of \$3,456 for site 0101 is entered on Attachment A, Line 1, Column G for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G on the corresponding line.

Step 14 - Allocation of Site-Support Costs

Site-support costs represent those activities which support site response actions in the aggregate, but by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs. Site-support costs may also be contract-wide costs, i.e., allocated to all sites on the contract. The allocation of site-support costs is shown below:

Site-Support Cost Allocation

Formula:

$$\text{Site Support Cost Amount} \times \frac{\text{Regional Site Amount}}{\text{Total Regional Cost Base}}, \text{ Allocable Share}$$

Allocation of Costs:

$$\$38,089 \times \frac{\$24,376}{\$73,130} = \$12,696$$

In the example shown above, the Region 1 site-support cost amount of \$38,089 represents the sum of the Site-Support line item, Columns C, D, E, F, and G (\$25,000, \$3,049, \$3,842, \$797, and \$5,401 respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site, 0101, equals \$24,376 - the sum of the amounts shown in Columns C, D, E, F, and G (\$16,000, \$1,951, \$2,459, \$510, and \$3,456, respectively).

The Total Regional Cost Amount is \$73,130 and represents all Region 1 site costs - sites with EPA SSIDs (\$24,376 for Picillo and \$39,613 for Fletchers Paint Mill) and Pre-SSID costs (\$9,141), including any allocations incorporated in Columns D, E, F, and G. The allocable share of \$12,696 for site 0101 is entered on Attachment A, Line 1, Column H for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column H on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

Step 15 - Completion of Master Allocation Schedule

The purpose of this step is to complete Attachment A, Master Allocation Schedule by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, and H for each site and activity and entering the sum in Column I. These amounts represent each site's and activity's total share of allocated costs. The Column I site totals are then forwarded to the Summary Allocation Schedule.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amounts shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

Step 16 - Summary of Allocated Amounts

The purpose of this step is to summarize the amounts allocated to site response effort (Sites with EPA SSIDs and Pre-SSID Costs) on the Summary of Allocation. The allocated amounts represent the entries in Columns D through H on the Master Allocation Schedule.

The Summary of Allocation should be completed as follows:

1) Identify sites by region

! SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number which is assigned by EPA.

! Site Name - the first twelve letters of the site name as it appears on EPA's

SSID list.

! State - the two-letter State abbreviation.

- 2) Within the region, list the Sites with EPA SSIDs - numbers first, then letters**
- 3) After the identification of the Sites with EPA SSIDs, enter the Pre-SSID 'ZZ' line item**
- 4) Enter the summary amount of allocated dollars by site from Column I on the Master Allocation Schedule onto the Summary of Allocation**

The contractor shall submit the Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format. The Allocation Schedule should be triple spaced. Two hard copies of the report should accompany the diskette submission.

SECTION III

EXAMPLES OF

ANNUAL ALLOCATION SCHEDULES

SUMMARY OF ALLOCATION

ATTACHMENT A

ANNUAL SUMMARY OF SUPERFUND AND NON SUPERFUND DIRECT AND ALLOCATED COSTS

| CONTRACT NUMBER: _____ | | | | Fiscal Year 1989 | | | | | | | | |
|---------------------------|---------------------------------------|---------------|-------|------------------------|--------------------------------|---------------------------|----------------------|-----------------------------|------------------------------|-----------------|--------------------|-------------------------|
| NAME OF CONTRACTOR: _____ | | | | | | | | | | | | |
| ROW # | CATEGORY OF COSTS PAID | | | A | B | C | D | E | F | G | H | I |
| | SITE SPECIFIC SUPERFUND COSTS | | | Paid Amount STEPS 2-10 | Pre-SSID Adjustments STEPS 2&3 | Allocation Amounts STEP 4 | Proeogram Management | Regional Program Management | Allocation of Start-Up Costs | Equipment Costs | Site-Support Costs | Total Allocated Amounts |
| 1 | S/S ID | SITE NAME | STATE | | | | | | | | | |
| | SITE SUPERFUND COSTS | | | | | | | | | | | |
| | Sites with EPA S/S Ids | | | | | | | | | | | |
| | 01A1 | Picillo | RI | 15,000 | 1,000 | 16,000 | 1,951 | 2,459 | 510 | 3,456 | 12,696 | 21,072 |
| | 01A2 | Fletchers PA1 | IA | 25,000 | 1,000 | 26,000 | 3,171 | 3,996 | 829 | 5,617 | 20,632 | 34,245 |
| | REGION I SUBTOTAL | | | 40,000 | 2,000 | 42,000 | 5,122 | 6,455 | 1,339 | 9,073 | 33,328 | 55,317 |
| | 02B3 | Caldwell Truc | NJ | 33,000 | | 33,000 | 4,024 | 2,945 | 999 | 6,769 | 24,692 | 39,429 |
| | 02C4 | Sayreville LD | NJ | 22,000 | | 22,000 | 2,683 | 1,963 | 666 | 4,513 | 16,461 | 26,286 |
| | REGION II SUBTOTAL | | | 55,000 | 0 | 55,000 | 6,707 | 4,908 | 1,665 | 11,282 | 41,153 | 65,715 |
| | SITES WITH SSID SUBTOTAL | | | 95,000 | 2,000 | 97,000 | 11,829 | 11,363 | 3,004 | 20,355 | 74,481 | 121,032 |
| 2 | Sites without EPA S/S IDs (by Region) | | | | | | | | | | | |
| | 01ZZ | | | 8,000 | (2,000) | 6,000 | 732 | 922 | 191 | 1,296 | 4,761 | 7,902 |
| | 02ZZ | | | 3,000 | | 3,000 | 366 | 268 | 91 | 615 | 2,245 | 3,585 |
| | SITES WITHOUT SSID SUBTOTAL | | | 11,000 | (2,000) | 9,000 | 1,098 | 1,190 | 282 | 1,911 | 7,006 | 11,487 |
| | SITE TOTAL | | | 106,000 | 0 | 106,000 | 12,927 | 12,553 | 3,286 | 22,266 | 81,487 | 132,519 |
| 3 | Program Management | | | 25,000 | | 25,000 | (25,000) | | | | | |
| 4 | Regional Program Management | | | | | | | | | | | |
| | Region 1 | | | 10,000 | | 10,000 | 1,220 | (11,220) | | | | |
| | Region 2 | | | 7,000 | | 7,000 | 854 | (7,854) | | | | |
| 5 | Start-up Costs | | | 0 | | 5,000 | 610 | | (5,610) | | | |
| 6 | Equipment | | | 45,000 | | 38,000 | | | | (38,000) | | |
| 7 | Site-Support Costs | | | | | | | | | | | |
| | Region 1 | | | 25,000 | | 25,000 | 3,049 | 3,842 | 797 | 5,401 | (38,089) | |

| | | | | | | | | | | |
|---|-------------------------|----------------|---|---------|-------|-------|-----|-------|----------|---------|
| | | PR-HQ-99-16911 | | | | | | | | |
| | Region 2 | 30,000 | | 30,000 | 3,659 | 2,677 | 908 | 6,153 | (43,398) | |
| 8 | Program-Wide Activities | 22,000 | | 22,000 | 2,683 | | 617 | 4,180 | 7,480 | |
| 9 | TOTAL Superfund costs | 270,000 | 0 | 268,000 | 2 | (2) | (2) | 0 | 0 | 139,999 |

SUMMARY OF ALLOCATION

FISCAL YEAR 1989

CLEAN UP INC.

CONTRACT NUMBER 68-01-XXXXXX

DESCRIPTION

Allocation to Sites with EPA SSIDs

| SSID | SITE NAME | STATE | AMOUNT ALLOCATED | DCN | ACCOUNT NUMBER TO | ACCOUNT NUMBER FROM |
|--------------------------|---------------|-------|---------------------|--------------------------|----------------------|------------------------|
| 0101 | PICOLLO FARM | RI | 21,073 | (TO BE COMPLETED BY EPA) | | |
| 01A2 | FLETCHERS PAI | NH | 32,245 | | | |
| 02B3 | CALDWELL TRUC | NJ | 39,430 | | | |
| 02C4 | SAYERVILLE LD | NJ | 28,286 | | | |
| SITES WITH SSID SUBTOTAL | | | 121,034 | | | |

Allocation to Pre-SSID Sites

| | |
|--------------------------|--------|
| 01ZZ | 7,092 |
| 02ZZ | 3,584 |
| SITES WITH SSID SUBTOTAL | 11,486 |

TOTAL ALLOCATED TO SITES

ATTACHMENT B
STEP 6

START-UP COSTS TO BE
ALLOCATED

Fiscal Year 1989

CONTRACT _____ NAME OF CONTRACTOR: _____
NO. _____

| Start-Up Costs | FY Incurred | Number of Years Over Which to be Allocated | Amounts to be Allocated | Year of Allocation | Amount Remaining |
|--|----------------|--|----------------------------|-----------------------|---------------------|
| 25000 | 1987 | 5 | 5,000 | 2nd | 15,000 |
| 0 | 1988 | | | N/A | 0 |
| 0 | 1989 | | | N/A | 0 |
| TOTAL AMOUNT TO BE ALLOCATED THIS ANNUAL REPORT: | | | 5,000 | | |
| TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS: | | | | | 15,000 |

STEP 7

ATTACHMENT C

COST REIMBURSED EQUIPMENT COSTS TO
BE ALLOCATED

CONTRACT NO. _____

NAME OF CONTRACTOR:

| Date Charged to Contract (month/year) | Capital Equipment | Purchase Price | Useful Life in Years | Beginning Balance | Depreciation Amount | Ending Balance |
|--|-------------------|----------------|----------------------|-------------------|---------------------|----------------|
| Jan. '87 | Gas Chromatograph | \$80,000 | 5 | \$48,000 | \$16,000 | \$32,000 |
| Oct. '87 | Mobile Laboratory | \$49,000 | 7 | \$42,000 | \$7,000 | \$35,000 |
| Nov. '88 | Tractor | \$45,000 | 3 | \$45,000 | \$15,000 | \$30,000 |

TOTAL AMOUNT TO BE ALLOCATED THIS ANNUAL REPORT: \$38,000

TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS: \$97,000

STEP 8

Attachment D

Schedule of Non-Site Activities - FY 1989

CONTRACT NUMBER _____

NAME OF CONTRACTOR _____

| Determination of Allocability | Area of Allocability Dollar Amt. | Activity Description |
|-------------------------------|-------------------------------------|---|
| site-support | Region 1 Sites | Worker safety training for regional personnel |
| | | SUBTOTAL REGION 1 SITES |
| site-support | Region 2 Sites | Worker safety training for regional personnel |
| site-support | Region 2 Sites | NPL training |
| | | SUBTOTAL REGION 2 SITES |
| | | TOTAL ALLOCABLE ACTIVITIES |
| program-wide | Not allocable | Training of first responders |
| program-wide | Not allocable | Review State agency safety requirements |
| | | TOTAL NON-ALLOCABLE ACTIVITIES |

ATTACHMENT 6

PAST PERFORMANCE PROJECT SUMMARY

PAST PERFORMANCE QUESTIONNAIRE AND PROJECT SUMMARY

| | | | |
|---|--|-----------|------|
| PAST PERFORMANCE PROJECT SUMMARY | | | |
| PART A | | | |
| OFFERORS PROJECT SUMMARY SOW TASK: | | | |
| PROJECT NAME: | Period of Performance | Cost | Type |
| Client: | Client's Contact Point | Phone No: | |
| Firm that Performed | Role Performed: | | |
| Name of Project Leader | Project Leader's Current Phone No: | | |
| Prime or Team Subcontractors that performed this project: | | | |
| | | | |
| Project Summary | | | |
| PART B | | | |
| Name of Evaluator: | Date of Evaluation: | | |
| Was project summary relevant ? Yes () No () | Was Project summary completed within the past 5 years Yes () No () | | |

WEAKNESSES:

PAST PERFORMANCE QUESTIONNAIRE

Rating Scale: Excellent; Good; None; Marginal; Poor

PART C

| 1. Name of Reference | 2. Date contacted: | 3. Phone No: | RATING |
|---|--------------------|--------------|--------|
| 4. Client corroboration of the facts and claims presented in the firms's project summary | | | |
| 5. Was the client satisfied with the quality of deliverables and work performed? | | | |
| 6. Were deliverables delivered and work performed in accordance with the times specified in the reports of work and work assignments? | | | |
| 7. Were the costs incurred during contract performance in line with the costs proposed in the contract cost proposal and individual work assignment work plans? | | | |

| | |
|--|--|
| 8. Was client satisfied with the firm's responsiveness in resolving issues or problems that occurred during performance? | |
| 9. Did the client conduct business in a professional manner? | |
| 10. Were required response times met in the performance of quick turnaround work? | |
| 11. Would client hire the firm to perform this or a similar project in the future? | |
| Name of Evaluator: | |

